

BOARD OF SUPERVISORS

Brown County



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PLAN, DEV. & TRANS. COMMITTEE

Bernie Erickson, Chair
Mike Fleck, Vice Chair
Dan Haefs, Dave Kaster, Norb Dantinne

PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE

Monday, June 27, 2011
Approx 7:30 p.m. (To follow Land Con mtg)
Room 161, Ag & Extension Center
1150 Bellevue Street

Please Note: The Brown County Board of Supervisors have been invited for a presentation of the Fox River Cleanup Project and a tour of the facility at 5:00 p.m. at the

Fox River Clean-up Processing Facility, 1611 State Street

(Those attending should enter through the middle gate, parking to the right.

Enter the office area through the double doors.)

Clothing requirements: long pants, long sleeved shirt, sturdy shoes: no heels, sandals, or open toed shoes.

No photography allowed.

**** NOTE TIME ****

- I. Call Meeting to Order.
 - II. Approve/Modify Agenda.
 - III. Approve/Modify Minutes of the May 23, 2011.
1. Review minutes of:
 - a. Harbor Commission (May 9, 2011).
 - b. Planning Commission Board of Directors (May 4, 2011).
 - c. Transportation Coordinating Committee (February 14, 2011).

Communications

2. Communications from Supervisor Nicholson re: Requesting staff to be present with Supervisors De Wane and Nicholson to verify the number of residents in Districts 2 and 3.
Referred from June County Board.

Planning and Land Services

Land Information

3. Appointment of Carole Andrews to the Land Information Council replacing Supervisor Bernie Erickson.

Planning Commission

4. Budget Status Financial Report for April, 2011.

Property Listing

5. Budget Status Financial Report for April, 2011.

Zoning

6. Budget Status Financial Report for April, 2011.

Port & Solid Waste

7. Solid Waste Budget Status Financial Report for May, 2011.
8. Port Waste Budget Status Financial Report for May, 2011.
9. Resolution to Approve Entry into Lease Agreement: Great Lakes Calcium Corp and Brown County.
10. Bay Port Confined Disposal Facility Expansion – Request for Approval.
11. May Port of Green Bay Tonnage Report.
12. Director's Report.

Highway

13. May 2011 Budget to Actual.
14. Resolution re: Authorizing County Trunk Highway Jurisdictional Revisions to CTH "V"/Finger Road, City of Green Bay.
15. Update on County Trunk GV Project and Roundabout.
16. Director's Report.

Register of Deeds

17. Budget Status Financial Report for April and May, 2011.

Airport – No agenda items.

UW-Extension – No agenda items.

Other

18. Audit of bills.
19. Such other matters as authorized by law.

Bernie Erickson, Chair

Attachments

Notice is hereby given that action by the Committee may be taken on any of the items which are described or listed in this agenda. Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda. Word97/agendas/plandev/June_2011.

**PROCEEDINGS OF THE BROWN COUNTY
PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the **Brown County Planning, Development & Transportation Committee** was held on Monday, May 23, 2011 in Room 161, UW-Extension – 115 Bellevue Street, Green Bay, Wisconsin

Present: Bernie Erickson, Mike Fleck, Dan Haefs, Dave Kaster, Norb Dantine
Also Present: Tom Miller, Brian Lamers, Chuck Lamine, Chuck Larscheid, Judy Knutson, Executive Streckenbach, Ray Smith, Chad Doverspike, Chris Anderson

I. Call Meeting to Order.

The meeting was called to order by Chairman Bernie Erickson at 6:15 p.m.

II. Approve/Modify Agenda.

Motion made by Supervisor Fleck, seconded by Supervisor Dantine to move Items 6 – 10 to follow Item 1b. Vote taken. **MOTION CARRIED UNANIMOUSLY**

III. Approve/Modify Minutes of April 25, 2011.

Motion made by Supervisor Fleck, seconded by Supervisor Dantine to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

1. Review minutes of:

- a. Planning Commission Board of Directors Chapter 21 Subdivision Ordinance Revision Subcommittee (April 28, 2011).

Motion made by Supervisor Dantine, seconded by Supervisor Fleck to receive and place on file. Vote taken. **MOTION CARRIED UNANIMOUSLY**

- b. Solid Waste Board (April 18, 2011).

Motion made by Supervisor Fleck, seconded by Supervisor Dantine to receive and place on file. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Although shown in the proper format here, Items 6 – 10 were taken at this time.

Communications

- 2. Communication from Supervisor Nicholson re: Request the Planning Department to verify the number of residents with the Census Bureau that are provided in Districts 2 & 3.**
Referred from May County Board.

Planning Director Chuck Lamine provided the Committee with a copy of the Wisconsin Statute that relates to redistricting and creation of supervisory districts, a copy of which is attached. He recalled that Supervisor Nicholson and Supervisor Dewane had questioned the accuracy of the population data within their supervisory districts. Lamine felt the County had no option to use any data other than the census block data in determining population

of supervisory districts. Lamine felt the census process was very thorough and there was no other easy solution to verify numbers. Chair Erickson suggested that Lamine send the Statute to Supervisor Nicholson so that he is aware that this communication was addressed.

Motion made by Supervisor Dantine, seconded by Supervisor Fleck to receive and place on file and forward a copy of the Statutes to Supervisor Nicholson. Vote taken. MOTION CARRIED UNANIMOUSLY

Airport

Chair Erickson congratulated Airport Director Tom Miller on the Leadership in Energy and Environment Design (LEED) award he was presented with at the Wisconsin Aviation Conference for the snow removal equipment building at the airport. This facility is the first Gold Certified SRE facility in the country. Miller was also congratulated on receiving the 2011 Aviation Person of the Year Award in recognition of his extraordinary and resourceful achievements in revitalizing the airport infrastructure and services.

3. Building Demolition Quotes – Bid Tabulation.

Airport Director Tom Miller stated that he was surprised at the varying dollar amounts of bids submitted for the building demolition. Miller, Dale Denamur from Purchasing, the airport engineer and the airport buildings and grounds operations supervisor had a meeting with Mertens & Sons Construction to go through the specs and discuss their bid to be sure that Mertens understood what was expected and what they were bidding on. Mertens intends to recycle the whole building, including the concrete and that is why their bid was so low. They have met all other qualifications and Miller felt that they have done their due diligence in making sure they are an appropriate bidder and he is comfortable recommending approval of this bid.

Motion made by Supervisor Fleck, seconded by Supervisor Dantine to approve the low bid of Mertens & Sons Construction, Inc. in the amount of \$63,874.68 for the base bid and \$58,282.00 for the asphalt work. Vote taken. MOTION CARRIED UNANIMOUSLY

4. Airport Budget Status Financial Report, April 30, 2011.

Miller indicated that there was nothing unusual in this report and airport traffic is up from last year.

Motion made by Supervisor Fleck and seconded by Supervisor Dantine to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

5. Director's Report.

Miller reported that the snow removal equipment building has just received the gold LEED certification. The building was originally designed to be silver certified, however, as a result of some modifications during the installation and construction process and also an increased amount of recycling that was done by the contractor (Miron), they ended up

earning the gold certification. This is the only gold certified LEED snow removal equipment facility in the county and Miller felt it was quite an accomplishment.

Miller also provided a few statistics with regard to the new building and stated that for the first six months that the building has been occupied, the cost to heat per square foot in comparison to the old building is 31.1% less and the electrical consumption is down 25.5%.

Miller further advised the Committee that Jet Air Group had recently been nominated by the Chamber of Commerce for the 2011 Growth Award, see attached article. There will be a luncheon at the KI Convention Center on June 9 at which time the winners will be announced.

Miller also reported that several months ago this the Committee had asked if there had been a noticeable difference as a result of the marketing program, however, at that time it was too early to tell if there had been an impact. He now reports that they just received some statistics from the website and for the first four months of 2011 compared to the first four months of 2010 the number of reservations made through the system was up 114%. Another series of ads will also be beginning shortly.

Miller concluded his report by stating that the round about in front of the airport is about half done and is expected to be completed by July 4. The lanes are complete and they are currently working on the island in the middle and the shoulders.

Motion made by Supervisor Dantine, seconded by Supervisor Fleck to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Highway

6. April, 2011 Budget to Actual.

Highway Director Brian Lamers wished to point out that the Department had spent 85% of the budgeted amount for applied chloride and 84% of the budgeted amount for blading and plowing. They will back off on summer activities where possible to compensate for this.

Motion made by Supervisor Dantine, seconded by Supervisor Fleck to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

7. County Highway Road Ratings & Proposed Future Projects.

Lamers provided an explanation of the maps his Department had put together that were included in the agenda packet for this meeting. Map 1 showed roads rated 8 – 10, or in very good to excellent condition in 2003. Map 2 showed which of these roads remained in very good to excellent condition in 2011. Lamers stated that the base of these roads appears to be remaining intact and they continue to do crack sealing for maintenance purposes. Map 3 showed which roads were planned for reconditioning through 2015. The final map showed the roads which were considered to be in average condition. These maps will be used as a planning tool when the Highway Department puts together their six year plan. Attachments were also included showing the proposed improvement lists for 2012 – 2016 including the projected costs for the improvements. The Department will also be looking at areas to chip

seal and will be putting more funds in the budget for chip sealing as Lamers felt this would be very beneficial in extending the life of the roads.

Motion made by Supervisor Dantine, seconded by Supervisor Fleck to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

8. Highway Dept. Overview & Staffing Plan (draft) – December 2010.

Lamers stated that he had worked on this Highway Department overview for a number of months with HR with the purpose of determining in what direction the Highway Department should be heading. Lamers intends to keep this report updated as more information is gathered and felt it will be a good living document.

Motion made by Supervisor Dantine, seconded by Supervisor Fleck to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

9. Highway Dept. Explanation of Highway Funds.

Lamers put this report together to answer questions as to how the Highway Department operates, including how their budget works and how funds are transferred. This report explains the different funds the Department has and what each fund is for. Lamers also provided the Committee with a flow chart of some of the Highway Department funds, a copy of which is attached. Lamers explained this flow chart to the Committee and gave a brief description of each fund.

Motion made by Supervisor Dantine, seconded by Supervisor Fleck to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

10. Director's Report.

Lamers stated that the parking lot at DC is partially complete. They ran into a lot of problems including many soft spots and he is not sure if it will be able to be completed for the \$500,000. He may have to come back for more funding.

With regard to the EA project, currently there are issues with regard to the right of way. When this project was initially started, there were some storm water ponds and they met with developers and land was going to be donated. The developers then met with Bellevue and assessments did not get deferred and no compensation was provided for some items the land owners thought they should have been compensated for and consequently some land owners are reluctant to donate the land. This cannot be condemned because it was designed for their development and not just for the highways, and therefore now the project needs to be restarted. In the meantime, Bellevue wants to move the last mile to 2020. Lamers stated that there is not a huge rush and confirmed that the bond can be held for a couple of years as long as it is used for the project it was originally bonded for. He will keep the Committee updated with regard to this situation.

The other thing Lamers wanted to make the Committee aware of is that they will be in a lawsuit with regard to a right of way issue on the GV roundabout. He will keep the Committee updated in this regard also.

Motion made by Supervisor Dantine, seconded by Supervisor Fleck to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Planning Commission

- 11. Budget Adjustment (#11-66): Increase in expenses with offsetting increase in revenue.**

Motion made by Supervisor Dantine, seconded by Supervisor Fleck to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

- 12. Resolution re: Authorizing an Application for a Wisconsin Community Development Block Grant for Economic Development from the Wisconsin Department of Commerce.**

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

- 13. Director's Report.**

Planning Director Chuck Lamine provided the Committee with a copy of a letter that had been received by the DNR, a copy of which is attached. Planning had done some revisions to the SSA program which will save a lot of time for developers. The DNR thanked the Planning Commission for the proposal and Lamine feels this is something that will be helpful to the Planning Department staff, the DNR and the public.

The redistricting plan has now been completed and Aaron Schuette took the lead and was assisted by Dan Peters. It was an awful lot of work Planning is happy to have the project behind them.

Lamine also reported on the MHC and stated that they had recently had a non-profit agency tour the building and they will continue to show the building to any interested parties. There is only funding for utilities for half of the year. The heat is currently off and the County does not intend to turn it back on.

Finally, Lamine indicated that he had received a letter from the Chamber of Commerce commending Jeff Du Mez for work he has been doing with the with the Ritter Forum. He has been doing GIS mapping and addressing service areas for the fire departments throughout the county to see if there may be ways to increase efficiency and Lamine was happy to receive the recognition from the Chamber.

Motion made by Supervisor Dantine, seconded by Supervisor Fleck to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

UW-Extension

14. Budget Status Financial Report, March 31, 2011.

Family Living Educator/UW Extension Department Head Judy Knudsen stated that the contracted services number is quite low, however, they just brought in three subcontracts so there will be a better picture in the next month or two.

Motion made by Supervisor Fleck, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Motion made by Supervisor Dantine, seconded by Supervisor Fleck to suspend the rules to take Items 15, 16, 17 and 18 together. Vote taken. MOTION CARRIED UNANIMOUSLY

15. Budget Adjustment Request (#11-59): Increase in expenses with offsetting increase in revenue.

16. Budget Adjustment Request (#11-60): Increase in expenses with offsetting increase in revenue.

17. Budget Adjustment Request (#11-61): increase in expenses with offsetting increase in revenue.

18. Budget Adjustment Request (#11-62): Increase in expenses with offsetting increase in revenue.

Motion made by Supervisor Fleck, seconded by Supervisor Kaster to approve Items 15 – 18. Vote taken. MOTION CARRIED UNANIMOUSLY

19. Resolution re: Change in Table of Organization UW-Extension – Increase Grant Funded Position (Community Garden Coordinator LTE).

Knudsen indicated that they need to increase the hours of the Community Garden Coordinator because they have been bringing in quite a bit of money and this resolution is to change the table of organization to reflect that he will be working more hours. There will be no levy increase.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

20. Director's Report.

Knudsen passed out a brochure on Breakfast on the Farm, a copy of which is attached. The event will be held on June 5, 2011, rain or shine at the Brightside Dairy in Greenleaf.

Knudsen also passed out a new publication from the UW Extension, a copy of which is attached, which talks about the value of agriculture within the County. This brochure shows that Brown County ranks quite high in the state with regard to the value of cattle and calves as well value of milk and dairy products and corn for silage.

Knudsen also reported that the horticulture staff has been quite busy lately working with nursery growers as they are having problems with trees getting root rot because of all of the rain recently as well as a lot of home owners with turf issues and some bug issues which can also be attributed to the excessive rain.

The agricultural agent is busy doing scissor clippings. He goes to various parts of the county and clips alfalfa and then sends it to a testing lab in Bonduel that can then tell the nutritional value so farmers know what they have for silage.

Motion made by Supervisor Dantinne, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Port & Solid Waste

21. Port – Budget Status Financial Report, April 30, 2011.

Director of Port and Solid Waste Chuck Larscheid stated that a grant had been received from closing Renard Island.

Motion made by Supervisor Kaster, seconded by Supervisor Fleck to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

22. Solid Waste-Budget Status Financial Report, April 30, 2011.

Motion made by Supervisor Dantinne, seconded by Supervisor Fleck to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

23. Director's Report.

Larscheid reported that both landfills have been closed for the purpose of keeping the landfills covered so that no more liquid gets in and no more liquids goes out the bottom. Larscheid handed out a plan of the closed east landfill, a copy of which is attached. The dotted line down the middle of the plan is where the composite cap starts. The dotted line going South is all plastic capped and clay capped so it is very tightly sealed. Part of the thinking regarding why we may not be getting as much gas in the gas to energy plan might be because the landfill is starting to dry out. There were times that they were concerned about too much liquid in the landfill and it was hard to remove the gas because there are little lakes enclosed in the landfill and the gases cannot get through. Chad Doverspike and Chris Anderson of Foth and Van Dyke had an idea that maybe they could reinsert some leachate into the top of the closed area and rehydrate it to help with decomposition and perhaps have some gas formed from that. They put together a plan which will be submitted to the DNR to get their permission.

The place where the leachate flows through is shown at the top of the map. The lift station pumps up from a pump and goes into a line that goes to the sewer. The plan would be to put a pump in there, pump it up to the top of the landfill and then valve it so you could selectively place it into either one or all of six different gas collection sites called surface wells. They would then measure to see if they get more gas from the area. If they do get

gas out of the area, then a consideration would be made with regard to expanding the project to more places throughout the landfill.

Larscheid also provided a quick recycling update and indicated that when the Solid Waste Board met, that item was put on the agenda with the assumption that there would be a state joint finance committee making some decisions on different recycling issues but that has not happened yet. He will keep the Committee updated in this regard.

Larscheid also reported on the Highway 41 upgrade to interstate status and stated that this would bring some concerns as to what conditions go along with an interstate. One thing he has heard is that they do not allow overweight tonnage. Currently the County hauls overweight trailers of compacted garbage down to Winnebago or Outagamie County landfills because it is about 40 percent cheaper and more efficient. If an interstate would disallow overweight tonnage, they will no longer be able to do this. This will not be for several years, but he is watching for it as they will be hauling to Outagamie County for another 8 – 10 years. Larscheid is looking at opportunities to ask questions of the DOT and put comments in that perhaps the overweight trucks be grandfathered in. Executive Streckenbach suggested a letter be sent or a resolution drafted and he suggests encouraging other counties to do this as well.

Motion made by Supervisor Dantine, seconded by Supervisor Fleck to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

24. **Closed Session: Pursuant to Wis. Stats. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Solid Waste Agreements and Tipping Fees).**

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to enter into Closed Session at 7:43 p.m. Roll Call: Present: Erickson, Fleck, Haefs, Kaster, Dantine. Vote taken. MOTION CARRIED UNANIMOUSLY

Motion made by Supervisor Dantine, seconded by Supervisor Fleck to return to regular business at 8:37 p.m. Roll Call: Present: Erickson, Fleck, Haefs, Kaster, Dantine. Vote taken. MOTION CARRIED UNANIMOUSLY

25. **Revised Brown County Port and Solid Waste Fee Policy – Request for Approval.**

Motion made by Supervisor Haefs, seconded by Supervisor Dantine to devise a multiple tier rate system. Vote taken. MOTION CARRIED UNANIMOUSLY

Land Information - No agenda items
Property Listing – No agenda Items
Register of Deeds – No agenda items
Zoning – No agenda items

Other

26. Audit of bills.

**Motion made by Supervisor Fleck, seconded by Supervisor Haefs to pay bills. Vote taken.
MOTION CARRIED UNANIMOUSLY**

27. Such other matters as authorized by law.

Supervisor Haefs reminded the Committee that at one time a suggestion was made last fall or winter that a tour be taken of the highway projects. Chair Erickson stated that this could be planned for some time during the summer and could also include Renard Island.

**Motion made by Supervisor Dantine, seconded by Supervisor Haefs to adjourn at 8:40 p.m.
Vote taken. MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Therese Giannunzio
Recording Secretary

PORT AND SOLID WASTE DEPARTMENT

Brown County

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CHARLES J. LARSCHIED

PORT AND SOLID WASTE DIRECTOR

PROCEEDINGS OF THE BROWN COUNTY HARBOR COMMISSION

A meeting was held on **Monday, May 9, 2011** at the Clarion Hotel, 200 Main Street, Green Bay, WI.
The meeting was officially called to order by President McKloskey at 11:30am.

1. Roll Call:

Present: President Neil McKloskey
Commissioner Bill Martens
Commissioner John Gower
Commissioner Craig Dickman
Commissioner John Hanitz
Commissioner Bernie Erickson (left at 12:40pm)

Not Present: Commissioner Ron Antonneau
Commissioner Tom Klimek
Commissioner Hank Wallace

Also Present: Charles Larscheid, Brown County Port & Solid Waste
Dean Haen, Brown County Port & Solid Waste
Tony Walter

2. Approval/Modification – Meeting Agenda

A motion to approve the agenda was made by Craig Dickman and seconded by John Gower.
Unanimously approved.

3. Approval/Modification – March 14, 2011 Meeting Minutes

A motion to approve the March 14, 2011 meeting minutes was made by John Gower and seconded by Neil McKloskey. Unanimously approved. Bill Martens abstained

4. Great Lakes Calcium Corporation & Brown County Lease Agreement – Request for Approval

Staff requested to get the Harbor Commission in line with what staff is thinking and to receive direction to move forward. Currently Brown County (BC) has a lease agreement with Great Lakes Calcium (GLC) for two acres of property. BC acquired the property from the City of Green Bay for \$1 along with some other properties. The property required \$160,000 in environmental remediation. BC will recover their investment in 2020 by leasing the property to GLC. In addition GLC is looking for additional acreage. On this 1.6 acres of land, BC has four buildings; two small outbuildings, loading rack and the administrative building. The administrative building is in dire need of repair. GLC would like the loading rack enclosed at a cost of approximately \$100,000, to raze one building, dismantle the other buildings, asphalt repair, asbestos disposal, and utilities discontinued. Rather than BC providing the cash, BC would lease the property to GLC for a period of time and earn that payback in about 10 years using the same dollar amount used for the other leased acreage (currently at \$450/acre). Both

leases would end at the same time. A draft is included in the agenda packet similar to the other lease with GLC. Since the agenda packet was put together there have been some changes to the lease agreement. Brown County Corporation Counsel has looked at the lease agreement and made some changes. If the buildings are razed, anything over \$25,000 is a public works project and would need to be bid rather than allowing GLC to raze the buildings which would drive up the cost. Staff is working with BC Corporation Counsel to resolve this issue. The original land purchase agreement includes a pilot requirement; a payment in lieu of taxes. When BC did the lease with GLC on the two acre, the City acknowledged they had given BC a \$160,000 bill. It was decided at that time not to worry about a payment in lieu of taxes until the next lease. With the current lease agreement BC is being reimbursed for the environmental cleanup. BC asked the City of Green Bay in this situation to waive a payment in lieu of taxes as Brown County is not spending the money and GLC is doing an improvement for the community. Staff is still working on the lease, payment in lieu of taxes, and the public bidding issue. Staff is not asking for approval at this time but did ask the Commission for comments. The Commission noted that the "exhibit" was not attached to the lease agreement; staff concurred. Further discussion ensued on the public bid process. President McKloskey offered to meet with staff and Brown County Corporation Counsel regarding the public bid process.

5. Neville Museum Director Rolf Johnson - Presentation

6. Neville Museum Public Relations Proposal – Request For Approval

Rolf Johnson, Neville Public Museum Director, was introduced. Commissioner Erickson had suggested working with the Neville Museum as part of the Public Relations proposal. A review of the ideas brought up at a recent meeting was discussed. Mr. Johnson requested the Commissions' help in conducting interviews with people who make their living in the port and use this verbal dialog as part of the exhibit. Mr. Johnson also noted a "Port Exploration Project" he had been involved in previously where area 8th grade students were invited to tour the port via the water to show them what type of career opportunities were available. The exhibit is expected to begin in June 11, 2011 and run till March 2012. Staff is hoping to link this exhibit to the school curriculum for 4th and 6th graders. Whatever is produced for the exhibit will be returned to Brown County to be used at trade shows, etc. Staff and the Museum would like to see this become a permanent exhibit inside the Museum. The Commission expressed their support of the exhibit and the ideas discussed. Mr. Johnson asked if getting area students on the water is a possibility. Discussion ensued. Once the exhibit is complete, a Harbor Commission meeting will take place at the museum to allow Commissioners to view the exhibit.

A motion to approve the expenditure of \$1400 for the Neville Public Museum to facilitate the creation of an exhibit was made by Neil McKloskey and seconded by John Gower. Unanimously approved.

Discussion on the *Alvin W. Clarke* exhibit previously displayed in Menominee was brought up as a possible source for additional display items at the Neville.

7. Cat Island Chain Restoration Project

a. U.S. Army Corps of Engineers (USACE) Project Schedule – *Update*

b. Foth Companies Project Cost Analysis - *Update*

In January 2011 staff was informed the USACE was requiring an independent external peer review which would take two to three months. Brown County requested a start date of this review from the USACE but to date have not heard from the USACE. Staff did receive a project timeline from the USACE. According to the timeline the IEPR process is not done till mid-July. Staff noted this timeline will push the April 2012 date for having the project cooperative agreement completed. Grant monies could be affected by this timeline. Plans & Specs on this project are complete. Due to these uncertainties with the USACE, staff is suggesting the project be done by Brown County and once completed a 217 Agreement be negotiated with the USACE. Discussion ensued. Staff will report back at the next meeting. The Commission suggested staff continue to pursue the option of Brown County taking over

the Cat Island Chain Restoration Project but that staff also contacts the USACE and explain our concerns regarding the funding in regards to the proposed timeline. A deadline needs to be established with the USACE to ensure the process remains on track and is completed on time.

8. Closure of Renard Island

a. 2010 GLRI Grant Extension Approval – *Informational*

Due to weather conditions, staff requested and received approval for an extension on the grant to the end of September 2011. A copy of the agreement is in the agenda packet. The USEPA would like this project completed under the GLRI plan.

9. Cell Tower on Hurlbut Property – Update

Legal documents were included in the agenda packet. Robert E. Lee has been working on expanding Bay Port and using the City's compost facility for dewatering cells in order to expand Bay Port's capacity. In doing so, they came upon legal documents which show that Brown County owns a cell tower on this property but that the City is receiving lease payments for. Staff is working on getting the pilot waived by trading past lease payments. Brown County Corporation Counsel will assign the lease agreement into the County's name so future lease payments for the cell tower will be sent to BC. Corporation Counsel was also asked to provide a schedule of terms. The Commission discussed if the City of Green Bay has been fraudulent in keeping these lease payments. The Commission requested a letter be sent to the SpectraSite Communications, Inc., a Delaware corporation, in North Carolina (copy to the mail) regarding this new-found information and request a copy of the lease and schedule of payment. Staff suggested discussing this with Corporation Counsel first and said they would convey the Commission's request as discussed. The Commission also felt the City of Green Bay should be formally contacted regarding this issue.

10. Director's Report

- 2013 Budget

The department has been asked for a list of capital improvements of \$250,000 and above in 5-year windows. The information is due Friday, May 20, 2011. Executive Streckenbach expressed interest in promoting the County and any revenue-producing type businesses with the County.

- Intermodal Study

Discussion on this study ensued including taking over the study. Some Commissioners feel time has been wasted and this is a study that has a limited window of opportunity. Two years have been lost. CN would need to be a player in this as they will provide the service when ships are not available. A final project was to be provided in March. Grand funders are upset with UWGB. Subcommittee formed, contact maritime research institute and uwgb to discuss for a final product.

- Dredging

The USACE is preparing their dredging plan for 140,000 cubic yards. They will be dredging in the river and staff requested they also dredge in front of the new port terminal, U.S. Venture. Dredging will begin in July and be completed by September. Congressman Ribble seems to be supportive of the Port of Green Bay but does not want to see any new money spent.

11. Audit of Bills – Request for Approval

Discussion of the bills ensued. **A motion to approve the bills was made by Bill Martens and seconded by John Hanitz.** Unanimously approved.

12. Tonnage Report

Staff indicated the Port is off to a good start due in part to U.S. Venture.

13. Such Other Matters as are Authorized by Law

John Hanitz asked if he should pursue the Harbor Assistance Program Grant for the Noble Petro dock, Green Bay Lighthouse, and Green Bay Dockage area. Discussion ensued. Staff indicated they will put this item on a future agenda for discussion.

14. Adjourn

A motion to adjourn was made by Craig Dickman and seconded by John Gower. Unanimously approved. Meeting adjourned at 12:55pm.

Neil McKloskey, President
Harbor Commission

Charles Larscheid, Director
Port & Solid Waste Department

MINUTES
BROWN COUNTY PLANNING COMMISSION
BOARD OF DIRECTORS
Wednesday, May 4, 2011
Green Bay Metro Transportation Center
901 University Avenue, Commission Room
Green Bay, WI 54302
6:30 p.m.

ROLL CALL:

Paul Blindauer	<u>X</u>	Dotty Juengst	<u>X</u>
James Botz	<u>Exc</u>	Tom Katers	<u>X</u>
Keith Chambers Ron Kryger	<u>X</u>	Pat Kolarik	<u>X</u>
William Clancy	<u>X</u>	Patrick Moynihan, Jr.	<u>X</u>
Norbert Dantine, Jr.	<u>X</u>	Ken Pabich	<u>X</u>
Ron DeGrand	<u>X</u>	Gary Pahl	<u>X</u>
Bernie Erickson	<u>X</u>	Mike Soletski	<u>X</u>
Mike Fleck	<u>X</u>	Alan Swatloski	<u>X</u>
Steve Grenier	<u>X</u>	Mark Tumpach	<u>Abs</u>
Mark Handeland	<u>X</u>	Jerry Vandersteen	<u>Abs</u>
Greg Henning	<u>Abs</u>	Tim VandeWettering	<u>X</u>
Phil Hilgenberg	<u>X</u>	Dave Wiese*	<u>X</u>

OTHERS PRESENT: *Burt McIntyre (for Dave Wiese), Chuck Lamine, Peter Schleinz, Aaron Schuette, and Lori Williams.

The meeting was called to order by N. Dantine at 6:30 p.m.

1. Approval of the minutes of the April 6, 2011, regular meeting of the Brown County Planning Commission Board of Directors.

A motion was made by P. Moynihan, seconded by R. DeGrand, to approve the minutes as presented. Motion carried unanimously.

2. **Public Hearing:** Amendment to the 2002 Brown County Sewage Plan to update environmentally sensitive area (ESA) requirements and streamline the ESA amendment review process.

P. Schleinz called the public hearing to order at 6:32 p.m. He explained this amendment to the Sewage Plan would update the ESA requirements that are identified in Chapter 6 to bring them in conformance with NR 115 as well as to other Brown County ordinances. P. Schleinz asked three times if anyone wished to speak. Hearing none, the public hearing was closed at 6:33 p.m.

3. Discussion and action regarding an amendment to the 2002 Brown County Sewage Plan to update ESA requirements and streamline the ESA amendment review process.

G. Pahl asked how this will affect villages and towns that do not want to extend sewer and water.

P. Schleinzi replied that this proposed change is affecting only the ESA not the sewer service portion of the Sewage Plan.

C. Lamine noted that the 2002 Brown County Sewage Plan does not force any community to extend sewers; the plan simply enables communities to put sewers in an area.

D. Juengst asked how the reduced setback from 100 feet to 75 feet will impact the water quality.

P. Schleinzi distributed a chart (Minimum Effective Riparian Protection Zones) that identified a minimum 25 foot setback is needed to obtain 75 percent sediment filtration and a 33 foot setback is needed to obtain 75 percent nutrient removal. To obtain 100 percent removal, it would require a 700 foot and 300 foot setback, respectively.

C. Lamine said the intention of this amendment is to make it consistent with the shoreland zoning ordinance which will eliminate a lot of confusion for the general public, contractors, and building inspectors for the communities. We received a letter from the Wisconsin Department of Natural Resources Bureau of Watershed Management endorsing this amendment. He feels this amendment is a good compromise to obtain efficiencies that will not have a significant negative impact on the environment.

A motion was made by K. Pabich, seconded by M. Soletski, to approve the amendment to the 2002 Brown County Sewage Plan to update ESA requirements and streamline the ESA amendment review process. Motion carried unanimously.

4. Wisconsin Working Lands Initiative update.

A. Schuette stated that this project is temporarily on hold due to a provision in the governor's proposed biannual budget to repeal the Purchase of Agricultural Conservation Easements Program as well as the conversion fee for removing lands from the farmland preservation program. A. Schuette said a lot of property owners were upset with the conversion fee so they decided to remove their land from the program. However, if the conversion fee is repealed in the state budget, landowners may want to have their land back in the program to remain eligible for tax credits. If this happens, communities may have to revisit the maps that they have already compiled to determine if their maps need to be changed. A. Schuette said that after the state budget is approved, he will send a letter to every community in Brown County to let them know how the state budget will affect this program.

G. Pahl asked if the communities still need to collect the conversion fees.

A. Schuette replied yes. The conversion fee remains in effect until it is repealed by an approved and published act. If the conversion fee is repealed by the end of this year, the conversion fee may have to be paid back, depending on how the state handles that.

R. DeGrand asked if the county will have enough time to get this done by the end of the year.

A. Schuette said that approximately 75 percent of the plan is written but he is waiting to see if the communities will need to modify their maps. We do have the option to ask the Department of Agriculture, Trade, and Consumer Protection for an extension.

5. Director's report.

C. Lamine announced that the Chapter 21 Subdivisions Ordinance Revision Subcommittee approved the final version of the proposed Chapter 21 Land Division and Subdivision Ordinance last week. The proposed ordinance still needs approval from the Planning Commission Board of Directors, the Planning, Development & Transportation Committee, and the full County Board. C. Lamine commended P. Schleinz for his efforts on this project.

C. Lamine stated that Marquis Yachts LLC, located in Pulaski, received a \$2 million Community Development Block Grant-Economic Development that will create 379 jobs.

C. Lamine acknowledged A. Schuette for the immense amount of work he has done on the redistricting plan for the County Board. The Executive Committee will be holding a public hearing regarding the tentative Brown County Supervisory District Plan at 5:30 p.m. on Tuesday, May 17 in Room 200 of the Northern Building.

A motion was made by B. Erickson, seconded by M. Fleck, to receive and place on file the director's report. Motion carried unanimously.

6. Brown County Planning Commission staff updates on work activities during the month of April 2011.

A motion was made by P. Moynihan, seconded by R. DeGrand, to receive and place on file the staff updates on work activities. Motion carried unanimously.

(A copy of the staff updates on work activities will be attached only to the minutes provided to the County Board office.)

7. Other matters.

G. Pahl asked how the southern bridge project is progressing.

C. Lamine replied that we have narrowed the alternatives down to three at two different locations. A consultant has been hired to perform the required archeological review for the three alternatives. We will narrow this down to one alternative and the goal is to have this completed by the end of the year.

N. Dantine asked if Brown County will be selling the County Farm property.

C. Lamine answered that due to the economy and the amount of vacant land available, his recommendation has been to not sell the property at this time. We are trying to come up with some options for the old Mental Health Center building.

8. Adjourn.

A motion was made by K. Pabich, seconded by D. Juengst, to adjourn. Motion carried unanimously. The meeting adjourned at 7:00 p.m.

:lsw

**STAFF REPORT
TO THE
BROWN COUNTY PLANNING COMMISSION
May 4, 2011**

April 2011 Staff Activity Reports

The recent major planning activities of Chuck Lamine, Planning Director:

- Coordinated and attended the April meeting of the Brown County Planning Commission Board of Directors.
- Facilitated several Planning and Land Services (PALS) Department managers and Planning staff meetings.
- Worked with leadership training team on capstone project to improve communication systems between the County Board and County staff.
- Coordinated loan documents for a \$2 million Community Development Block Grant-Economic Development (CDBG-ED) grant for Marquis Yachts, LLC in Pulaski intended to create 379 new full-time jobs.
- Attended the Brown County Board meeting the evening of April 20.
- Attended a meeting with County Planning staff and property owners regarding a possible bike and pedestrian crossing over US Highway 41.
- Attended the special meetings of the Executive Committee to discuss the redistricting process on the evenings of April 19 and April 26.
- Attended meetings to assist in coordination of Energy Efficiency Conservation Block Grant projects.
- Met with PALS staff to develop Program Inventory Worksheets for the 2012 budget process.
- Conducted an orientation session with a new member of the BCPC Board of Directors.
- Attended the American Planning Association conference.
- Attended the Port Symposium meeting.
- Attended a meeting with a Green Bay Alderperson, a Brown County Supervisor, representatives of a neighborhood association, and staff from the BCPC, Brown County Highway Department, and City of Green Bay to discuss the results of a neighborhood survey and the next steps in an effort to improve safety along Hazelwood Lane in Green Bay.
- Prepared for and presented at the Brown County Facilities Planning Sub-Committee meeting the evening of April 21.
- Met with a UWGB student to discuss planning careers.

The recent major planning activities of Cole Runge, Principal Transportation Planner:

- Reviewed and commented on a draft survey prepared by the St. Norbert Survey Center for Green Bay Metro. Also met with Metro's director and BCPC staff to discuss the comments.
- Developed drafts of the Introduction and Existing Conditions and Efforts Chapters for the Village of Allouez Safe Routes to School (SRTS) Plan. Also developed the agenda for the third SRTS Task Force meeting.
- Prepared for and participated in a meeting with a Green Bay Alderperson, a Brown County Supervisor, representatives of a neighborhood association, and staff from the BCPC, Brown County Highway Department, and City of Green Bay to discuss the results of a

neighborhood survey and the next steps in an effort to improve safety along Hazelwood Lane in Green Bay.

- Participated in two Traffic Analysis Zone (TAZ) update meetings with other members of the Northeast Wisconsin Regional Transportation Demand Model Technical Advisory Committee.
- Facilitated a meeting with BCPC and WisDOT staff about the next steps in WisDOT's STH 29 extension study process.
- Developed questions for EIS archaeological study consultant interviews and sent them to the other interview panelists for review and comment. Also facilitated interviews with three potential consultants.
- Developed a PowerPoint summary of the status of the EIS for a meeting with representatives of Brown County's towns at the Brown County Highway Department. Also presented the information and answered questions at the meeting.
- Developed letters to landowners and Native American tribes to inform them of the upcoming fieldwork for the EIS and to let them know that permission to enter their properties will be requested if crews need to enter the properties.
- Continued to prepare a draft of Chapter 4 for the EIS.
- Reviewed and signed a plat.
- Met with business owners, Village of Howard staff, and the County Planning Director to discuss concepts for a pedestrian bridge over US 41 in Howard.
- Developed the MPO's report and reimbursement request to WisDOT for the first quarter of 2011. Also completed a financial expense report for the first quarter at the request of the Brown County Department of Administration.
- Presented information about a potential ridesharing program to members of the county's EOC 25x25 steering committee.
- Attended the 2011 Brown County Port Symposium.
- Attended a meeting of the Green Bay Transit Commission.

The recent major planning activities of Aaron Schuette, Senior Planner:

- Prepared draft redistricting plans for 26, 28, 29, and 31 County Board supervisory districts at the direction of the Executive Committee.
- Attended the April 19 and April 26 special meetings of the Brown County Board Executive Committee to present the redistricting options.
- Attended the April 20 Brown County Board meeting for redistricting.
- Gave a presentation on redistricting to representatives of Howard, Hobart, Lawrence, and Oneida on April 26.
- Attended the 2011 National Brownfields Conference in Philadelphia, which was funded through Brown County's EPA Brownfield Grant.
- Prepared and submitted OMB and PAGE quarterly reports for the Energy Efficiency and Conservation Block Grant (EECBG).
- Prepared and submitted the Brownfield Grant quarterly report, DBE report, and reimbursement request.
- Prepared and submitted an approximately \$1 million grant application to the EPA – Great Lakes Restoration Initiative (GLRI) to fund the replacement of failing septic systems.
- Held EECBG-funded project pre-construction meetings to discuss Davis-Bacon Act and Buy American requirements with pertinent County staff and contractors for the Aging and Disability Resource Center, photovoltaic projects, and solar hot water project.

- Reviewed certified payroll forms for Davis-Bacon Act compliance for Kress Library and Ashwaubenon Library energy efficiency projects.
- Gave a presentation on the Lower Fox River and Green Bay Shoreline Waterfront Redevelopment Plan.
- At the request of the Wisconsin Coastal Management Program, prepared an article on the Lower Fox River and Green Bay Shoreline Waterfront Redevelopment for the Coastal Chronicle publication.

The recent major planning activities of Peter Schleinz, Senior Planner:

- Began review of 10 new certified survey maps (CSMs). Completed review of two CSMs.
- Began review of one new preliminary subdivision plat and one new final subdivision plat.
- Completed review of two city CSMs.
- Responded to one public and one private Water Quality Letter requests.
- Developed solutions for environmentally sensitive area (ESA) and sewer service area (SSA) inquiries in the villages of Denmark and Hobart.
- Answered inquiries related to a proposed SSA amendment in the Village of Denmark that will provide sewer service to part of a business and industrial area. An agent for the village is still preparing an amendment proposal.
- Responded to inquiries related to a proposed SSA amendment in the Village of Hobart that will provide residential sewer service at the north end and southeast end of the village, an area impacting approximately 51.5 acres. The agent representing the village worked extensively with staff to identify available acreage and recent development. The proposal very likely will be submitted for BCPC Board review in June 2011.
- Replied to inquiries related to a 100-plus lot subdivision in the Village of Hobart. The site has identified ESAs and requires an SSA amendment in order to be approved.
- Answered inquiries related to an 82-plus lot subdivision in the Village of Denmark. The site has identified ESAs, but unlike Hobart, is already within the SSA.
- Completed development of an updated patch to the ESA section of the 2002 Brown County Sewage Plan. Changes were reviewed by staff, the WDNR, and a subcommittee of the BCPC Board that was delegated the duties of updating the Subdivisions Ordinance. Updates to the ESAs will streamline reviews for various county ordinances, reducing review timelines, saving time for staff, the general public, and developers.
- Completed assembly of near-final draft of the updated Chapter 21 Subdivisions Ordinance. The proposed ordinance has a new title and is user friendly. The subcommittee of the BCPC Board reviews the ordinance for a final time on April 28. The document will be presented to the BCPC Board in the near future.
- Continued processing rain event and snow melt event field screening results submitted by Brown County Highway Department as it related to the Brown County MS4 permit. Review was setup to address criteria from the WDNR and EPA permit requirements.
- Continued development of 2010 Annual Report for WDNR. Brown County Annual Report is due by end of June 2011.
- Continued review and revision to an STP Urban contract for WisDOT's consultant for the project.
- Developed an online format for submitting and filing SSA and ESA amendments with the WDNR Bureau of Watershed Management in order to improve staff efficiency.
- Developed and submitted a proposal to the WDNR Bureau of Watershed Management to revise ESAs in an attempt to have similar requirements in various Brown County ordinances and NR 115, and to streamline review processes to save time and money for property

owners and developers. A draft proposal was accepted by the WDNR, and the proposal will be considered by the BCPC Board in May 2011.

- Provided planning services and ESA related duties, including advice to inquiries related to potential major and minor ESA amendments, identification of ESA violations, and assisting the public regarding "what is allowed and restricted" within an ESA buffer.
- Provided assistance and information to the general public, surveyors, and local units of government regarding various land divisions, potential developments, and general questions pertaining to the subdivision ordinance and general planning concepts via phone conversations and meetings.

The recent major planning activities of Lisa Conard, Transportation Planner I:

- Finalized data collection and analysis and wrote the *2011 Green Bay Metro Annual Route Review and Analysis Report*. All of Metro's full service fixed routes, limited service routes, paratransit program, and other issues are examined. Included discussion on the possible impact of the Wisconsin DHS Medicaid Transportation Brokerage Initiative and Family Care program may have on specialized transportation services in Brown County in the near future.
- Began soliciting projects for inclusion in the *Draft 2012-2016 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area*. The TIP is a five-year program of highway transit, elderly and disabled, and transportation enhancement projects. Developed program schedule.
- Assisted with various tasks as Green Bay Metro transitions from the incumbent paratransit provider, Medi-Vans, to MV Transportation.
 - Provided information and direction to Green Bay Metro regarding public participation requirements.
 - Attended public informational meeting to gain knowledge on customer concerns.
 - Conducted research and provided comment to the City of Green Bay Purchasing Department regarding federal regulations as it relates to the development of the five-year contract with MV Transportation.
 - Worked with Planner I and MV Transportation regarding mapping requests.
- Consulted and/or provided information to Metro staff regarding various service, compliance, and/or other issues.
- Attended the Green Bay Transit Commission meeting on April 6.
- Participated in the April 6 meeting of the Northeast Wisconsin Regional Access to Transportation Committee. The purpose of the committee is to address issues relating to transportation for low-income populations, the elderly, and persons with disabilities. Emphasis is placed on coordination and funding.

The recent major planning activities of Jeff DuMez, GIS/Land Records Coordinator:

- Met with Information Services staff to discuss GIS needs for the Sheriff's/police department's new records management system.
- Continued to assist the Ritter Forum group with GIS analysis looking at the distribution of 911 calls, response times, and station layout. Produced a series of maps analyzing call densities, drive times and service areas for various ambulances, ladders and engines. Met with and presented to group on April 26.
- Continued to develop the online GIS web map site by adding more functions and layers including the outdoor warning siren locations and sound coverage areas.

- Continued to develop the private onsite wastewater treatment system map layer and train Zoning staff on upkeep of it.
- Produced nutrient management hazard data for the EPA.
- Assisted potential plat book vendors by going over our GIS data.
- Helped to coordinate various address and street name changes.
- Continued to assist with the Fox River trail marker.
- Produced custom map for the Windjammer's Sailing Club.
- Assisted Resources from the Future with GIS data.
- Continued updating GIS data and records.
- Continued to develop the new version of the GIS database (v3).
- Produced a custom map for the UW Extension office.
- Attended and presented at a UW Sea Grant meeting in Madison.
- Provided regular updates to GIS datasets to several municipalities including Hobart, Bellevue, Green Bay, Scott, and De Pere.
- Provided GIS data and maps to various customers including Ayres Associates, Carow Land Surveying, Mach IV, Wisconsin DNR, Oneida Tribe, Red's Excavating, and Mi-Tech.
- Assisted other people with miscellaneous service and data requests.
- Attended staff meetings as needed.
- Produced the "Program Inventory Worksheets" for Administration.
- Fulfilled duties with the Wisconsin Land Information Officer Network (peer review of strategic plans, conference calls as needed).

The recent major planning activities of Dan Teaters, Planner I (GIS/Transportation):

- Worked on redistricting options requested by the Brown County Executive Committee.
- Continued working on the Bus Stop Accessibility Plan. Additional information was added to assist in bus stop placement and design guidelines. Began making maps of potential areas where access could be extended to serve bus stops.
- Updated all Brown County Bicycle and Pedestrian Plan Update maps to prepare for printing.
- Continued working on the Town of Lawrence Bicycle and Pedestrian Plan. Additional pictures were added and text was reviewed.
- Developed a mailing list for the EIS project in coordination with Cole Runge.
- Produced three new addresses for various communities.
- Participated in the regular staff meetings held every other Thursday morning.
- Attended the Brown County Planning Commission Board of Directors meeting on the evening of April 6 to present the Brown County Bicycle and Pedestrian Plan Update.
- Attended the Sustainable Green Bay Transportation Subcommittee meeting on April 13.
- Attended the Downtown Green Bay Inc. meeting on April 14 to discuss downtown bicycle plan.

MINUTES
BROWN COUNTY TRANSPORTATION COORDINATING COMMITTEE
Monday, February 14, 2011
Green Bay Metro Transportation Center
901 University Avenue
Green Bay, Wisconsin
9:00 a.m.

ROLL CALL

Sunny Archambault	X	Barbara Natelle	
Diana Brown	Exc	Sandy Popp	X
Brandon Cooper		Cole Runge	X
Pat Finder-Stone	X	Julie Tetzlaff	X
Chris Hasselbacher	X	Mary Van Acker	
Kathy Hillary		Derek Weyer	X
Debbie Johnson	X	Tina Whetung	X
Kathy Johnson	X	John Withbroe	
Nick Mahlik *	X	Vacant – BC Exec.	
Byia Martin		Vacant – BC Board	

GUESTS: Senator Robert Cowles, Senator Dave Hansen, Representative Andre Jacque, Representative Jim Stieneke, Representative Karl Van Roy, and Representative Chad Weininger.

OTHERS PRESENT: Lisa J. Conard, Katelyn Kubacki, Sal LaPuma, Steve Maricque, Steve Rosenbaum* for Nick Mahlik, and Tony Walter.

ORDER OF BUSINESS

1. Approval of the December 6, 2010, Transportation Coordinating Committee meeting minutes.

A motion was made by K. Johnson, seconded by P. Finder-Stone, to approve the December 6, 2010, Transportation Coordinating Committee meeting minutes. Motion carried.

2. Discussion with state legislators about issues faced by providers and users of public transit and specialized transportation services.

C. Runge welcomed the state senators and representatives and thanked them for attending the meeting.

Members of the TCC introduced themselves.

K. Johnson asked if the state senators and representatives were familiar with a proposal to remove the state's transit funding from the transportation budget and move it into the general fund as a social service.

The state senators and representatives indicated that they are not aware of this proposal.

The consensus was that segregated transportation funds would remain segregated and

would not be "raided."

Rep. Jacque stated the governor's proposed budget would be unveiled on February 22. Officials will know more at that time.

All agreed that there is a significant budget problem at the state level.

C. Runge stated that the members of the TCC represent elderly people and people with disabilities who rely on fixed route and specialized transportation services. Green Bay Metro provides specialized transportation (the paratransit program) through a contract with Medi-Vans. Red Cross also provides specialized transportation. As the population ages and lifespans increase, the demand for specialized transportation services will increase. Funding for these services is not keeping up with the growing demand for these services.

Rep. Van Roy indicated that with the state's \$3.6 billion structural deficit, spending in this area would likely remain status-quo at best.

All of the state senators and representatives indicated they would be happy to hear from TCC members after the budget is released to hear their specific concerns.

Sen. Hansen noted that federal transit operating assistance for Green Bay Metro and Valley Transit is in jeopardy because their respective urbanized area populations will likely exceed 200,000 after the 2010 census results are released.

C. Runge stated that each system is expected to lose between \$1,000,000 and \$2,500,000 each year, but all of the state's Tier B transit systems will feel the impact because funding for the systems within this tier is "equalized" according to state law.

Sen. Hansen stated that the federal "100 bus" proposal (which would restore or retain federal funding for systems that operate 100 or fewer buses during peak periods) would provide relief to many systems, including Green Bay and Appleton.

K. Johnson stated that the Green Bay City Council and the Brown County Board of Supervisors passed resolutions endorsing the "100 bus" exemption.

C. Runge stated that efforts to enact the "100 bus" proposal have failed for many years even though support exists nationwide. C. Runge stated that the reauthorization of the federal transportation law could address this issue. The current transportation law (SAFETEA-LU) has expired and is currently operating on an extension.

Rep. Weininger suggested that the Green Bay Urbanized Area be split into two urbanized areas to avoid the 200,000 population designation.

C. Runge stated that splitting the urbanized area into two areas might not be the best strategy. Although the 200,000 population rule currently eliminates Metro's ability to secure Federal Section 5307 operating assistance, the area receives other benefits from having a larger population. Therefore, any plan to split the urbanized area must be closely studied to determine if the overall impact would be positive.

K. Johnson stated that Metro staff would be meeting with Congressman Reid Ribble in April.

D. Johnson of ASPIRO indicated that the demand for specialized transportation will increase when Family Care is launched in the area.

S. Maricque of the Lakeland Chapter of the American Red Cross provided the following regarding his organization's transportation program:

- 3,700 persons with disabilities are enrolled in the program.
- 60,000 trips are provided annually.
- The program relies on approximately \$300,000 in state 85.21 monies.
- The program relies on federal Section 5310 grants to provide vehicles (80 percent federal / 20 percent local match).
- 60 percent of the rides are medical-related.
- 100 dedicated volunteer drivers are the key to the program's success.
- The demand for the service will continue to grow.
- The program allows individuals to maintain a self-sustaining lifestyle.

S. Archambault stated that Aging and Disability Resource Center (ADRC) volunteers use their own vehicles to transport clients. The volunteers are reimbursed on a per-mile basis. Counties are responsible for setting their own reimbursement rates.

C. Runge stated that the ADRC and Brown County Planning staff collaborated on a specialized transportation study several years ago. The study found that the level of coordination between the agencies was high and that they utilize their limited resources very efficiently.

S. Archambault stated that transportation is essential in meeting the basic needs of many individuals in Brown County.

C. Runge stated that public transit and specialized transportation services are essential for providing access to jobs.

Rep. Jacque asked if Metro staff was still considering a two hub system.

K. Johnson stated that municipal funding is a potential obstacle to implementing a two hub system.

C. Runge stated that a two hub system is still being considered. Staff has recommended that a second hub be established in the Bay Park Square Mall area, and the Green Bay Transit Commission agreed with this recommendation. A second hub would allow the system to provide better service to the northwest and southwest portions of the area and to close the service gap between De Pere and Ashwaubenon.

C. Runge stated that incorporating transit into a statewide economic development initiative and making it known that many people in Wisconsin rely on public transportation to reach jobs might be an effective way to address the funding issue.

Members of the TCC thanked the state senators and representatives for making themselves available to the committee.

3. Other matters.

The next meeting of the TCC is scheduled for Monday, June 13, 2011, at 9:45 a.m.

4. Adjourn.

C. Runge closed the meeting at 9:58 a.m.

Brown County

Planning

Budget Status Report

4/30/2011

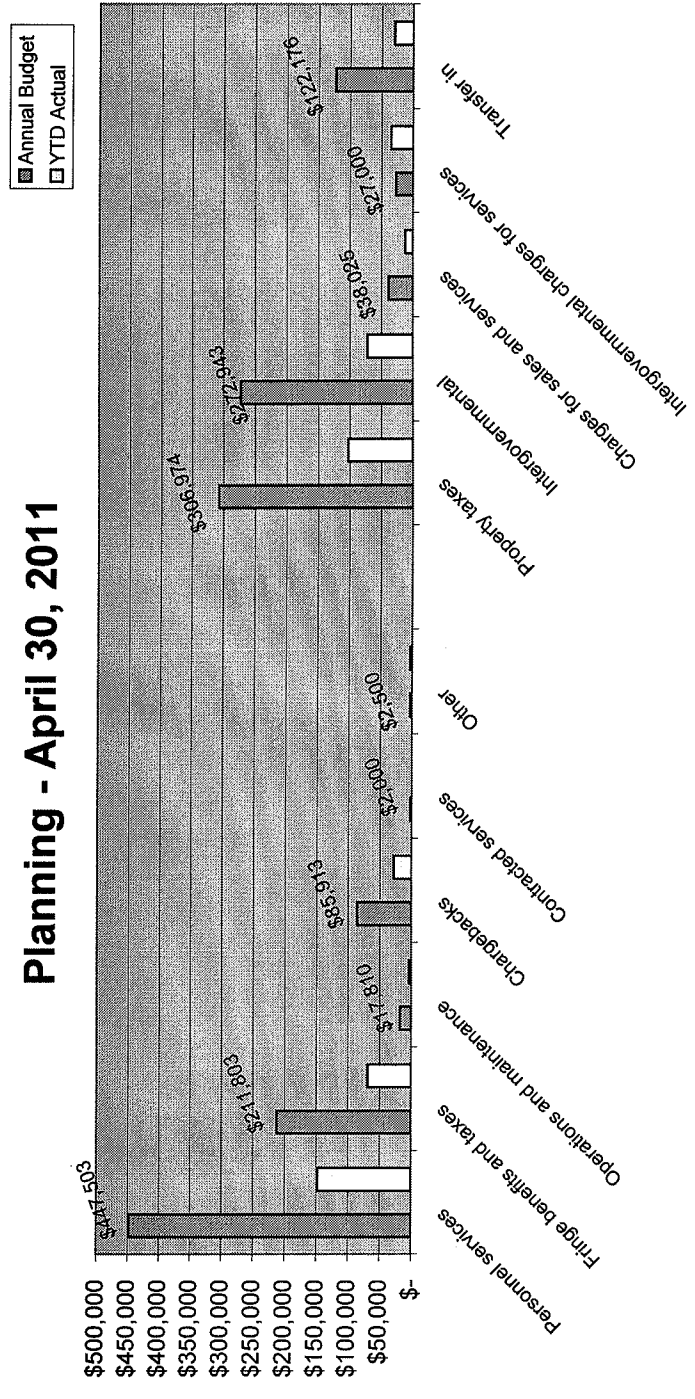
	Annual Budget	YTD Actual
Personnel services	\$ 447,503	\$ 147,329
Fringe benefits and taxes	\$ 211,803	\$ 68,473
Operations and maintenance	\$ 17,810	\$ 3,809
Chargebacks	\$ 85,913	\$ 27,752
Contracted services	\$ 2,000	\$ -
Other	\$ 2,500	\$ 2,500
Property taxes	\$ 306,974	\$ 102,325
Intergovernmental	\$ 272,943	\$ 71,866
Charges for sales and services	\$ 38,025	\$ 11,704
Intergovernmental charges for services	\$ 27,000	\$ 34,590
Transfer in	\$ 122,176	\$ 29,225

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

Revenues: All categories are at or near expectations.

Planning - April 30, 2011



Brown County
Property Listing
Budget Status Report
4/30/2011

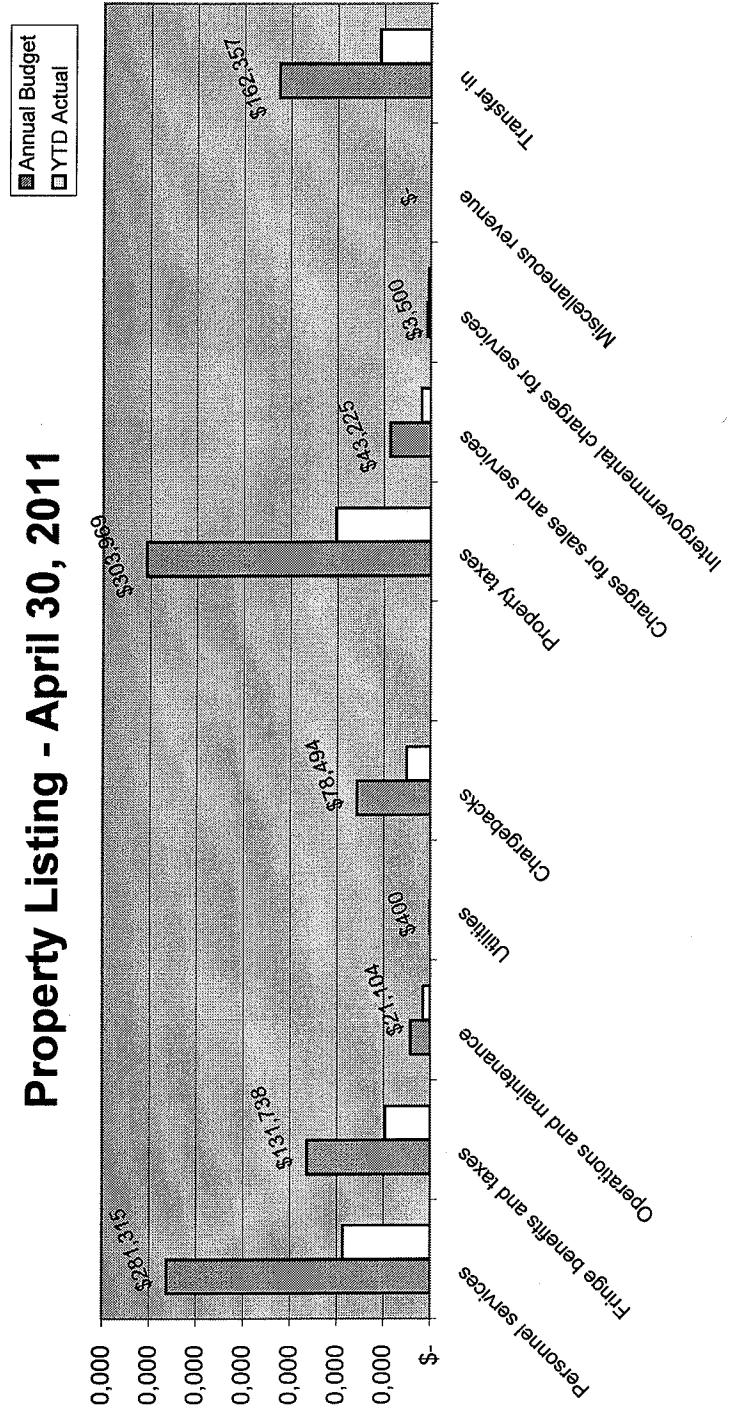
	Annual Budget	YTD Actual
Personnel services	\$ 281,315	\$ 93,358
Fringe benefits and taxes	\$ 131,738	\$ 47,910
Operations and maintenance	\$ 21,104	\$ 7,742
Utilities	\$ 400	\$ 104
Chargebacks	\$ 78,494	\$ 25,273
Property taxes	\$ 303,969	\$ 101,323
Charges for sales and services	\$ 43,225	\$ 9,298
Intergovernmental charges for services	\$ 3,500	\$ 1,750
Miscellaneous revenue	\$ -	\$ 16
Transfer in	\$ 162,357	\$ 54,119

HIGHLIGHTS:

Expenditures: All expenditures are within anticipated levels.

Revenues: All revenues are progressing as anticipated.

Property Listing - April 30, 2011



Brown County

Zoning

Budget Status Report

4/30/2011

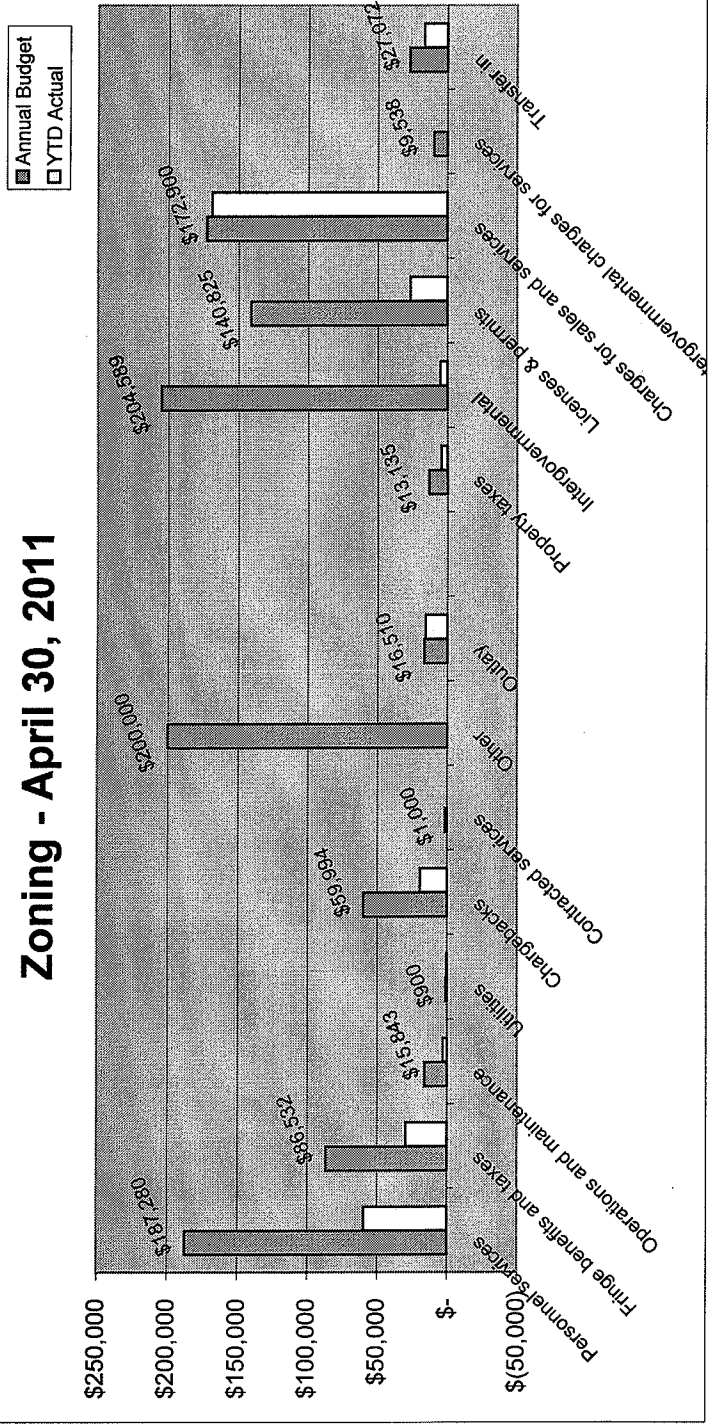
	Annual Budget	YTD Actual
Personnel services	\$ 187,280	\$ 59,458
Fringe benefits and taxes	\$ 86,532	\$ 29,599
Operations and maintenance	\$ 15,843	\$ 2,691
Utilities	\$ 900	\$ 92
Chargebacks	\$ 59,994	\$ 19,433
Contracted services	\$ 1,000	\$ (81)
Other	\$ 200,000	\$ -
Outlay	\$ 16,510	\$ 15,585
Property taxes	\$ 13,135	\$ 4,378
Intergovernmental	\$ 204,589	\$ 5,000
Licenses & permits	\$ 140,825	\$ 26,570
Charges for sales and services	\$ 172,900	\$ 168,863
Intergovernmental charges for services	\$ 9,538	\$ -
Transfer in	\$ 27,072	\$ 16,510

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

Revenues: Permits and public charges are progressing at our anticipated rate.

Zoning - April 30, 2011



Brown County
Port & Solid Waste
Solid Waste Area Budget Status Report
5/31/2011

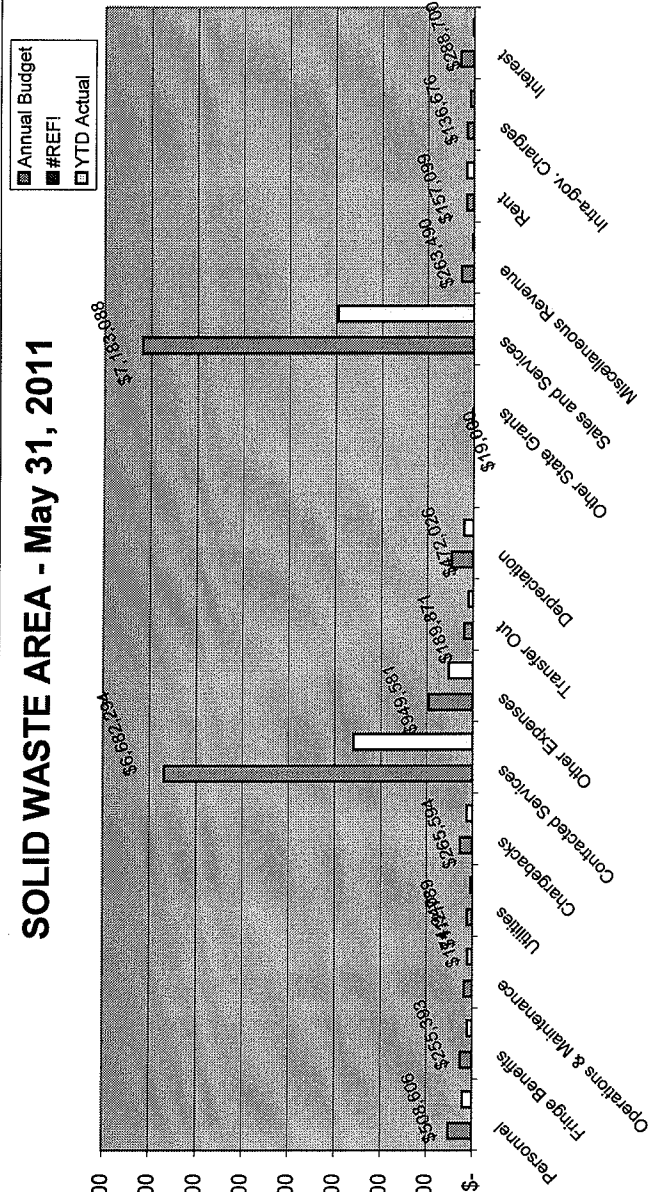
	Annual Budget	YTD Actual
Personnel	\$ 508,606	\$ 204,621
Fringe Benefits	\$ 255,393	\$ 106,552
Operations & Maintenance	\$ 174,940	\$ 104,797
Utilities	\$ 112,789	\$ 41,876
Chargebacks	\$ 265,594	\$ 124,124
Contracted Services	\$ 6,682,294	\$ 2,585,807
Other Expenses	\$ 949,581	\$ 516,817
Transfer Out	\$ 189,871	\$ 94,935
Depreciation	\$ 472,026	\$ 197,985
Other State Grants	\$ 19,000	\$ -
Sales and Services	\$ 7,183,088	\$ 2,943,448
Miscellaneous Revenue	\$ 263,490	\$ 24,490
Rent	\$ 157,099	\$ 157,149
Intra-gov. Charges	\$ 136,676	\$ 68,338
Interest	\$ 288,700	\$ 21,415

HIGHLIGHTS:

Expenses: Expenses are on budgeted pace.

Revenues: Household Hazardous Waste Grant from the State not yet received. Audit of 2010 operations where Misc Revenues occur not finished.

SOLID WASTE AREA - May 31, 2011



Brown County
Port & Solid Waste
Port Area Budget Status Report
5/31/2011

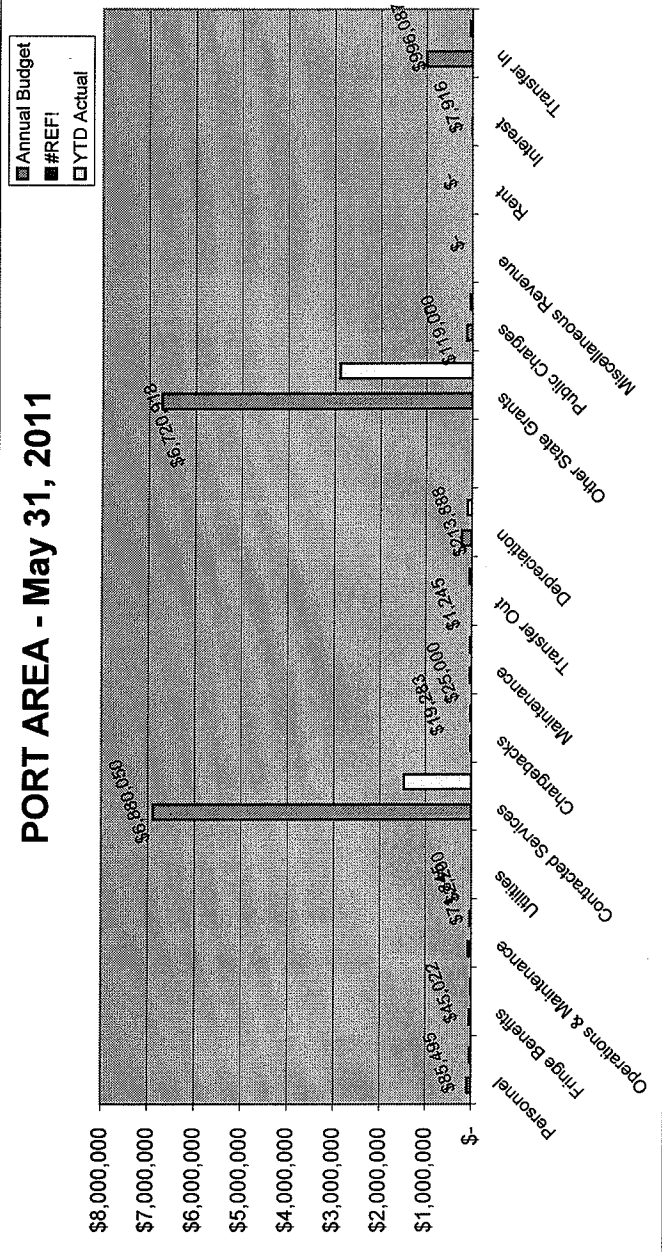
	Annual Budget	YTD Actual
Personnel	\$ 85,495	\$ 26,807
Fringe Benefits	\$ 45,022	\$ 14,276
Operations & Maintenance	\$ 71,845	\$ 36,168
Utilities	\$ 2,200	\$ 509
Contracted Services	\$ 6,880,050	\$ 1,462,450
Chargebacks	\$ 19,283	\$ 18,658
Maintenance	\$ 25,000	\$ 25,000
Transfer Out	\$ 1,245	\$ 50,050
Depreciation	\$ 213,888	\$ 89,120
Other State Grants	\$ 6,720,918	\$ 2,876,423
Public Charges	\$ 119,000	\$ 44,416
Miscellaneous Revenue	\$ -	\$ -
Rent	\$ -	\$ -
Interest	\$ 7,916	\$ 1,557
Transfer In	\$ 996,087	\$ 49,428

HIGHLIGHTS:

Expenses: Renard Island Closure Great Lakes Restoration Grant accounts for the Contracted Services Expenses. Hauling material for the Grant will continue later this summer.

Revenues: Great Lakes Restoration Grant funding for Renard Isle Closure.

PORT AREA - May 31, 2011



July 20, 2011

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

RESOLUTION TO APPROVE ENTRY INTO LEASE AGREEMENT

WHEREAS, the county has owned a parcel of property at 1455 Bylsby Avenue (Parcel ID# 6-32-A-1) in the City of Green Bay since 2007; and

WHEREAS, the parcel is 1.6 acres and consists of a block building, loading rack building and an asphalted surface; and

WHEREAS, the parcel was formerly used as a petroleum product loading station and the ground was subject to petroleum discharges between 1993 and 2002; and

WHEREAS, the Wisconsin Department of Commerce imposed an "Asphalt Cap Maintenance Plan" deed restriction on the property to remedy the soil contamination condition; and

WHEREAS, this property has been unused for several years and the structures on it are in a dilapidated state; and

WHEREAS, Great Lakes Calcium Corporation (GLC) is located across Bylsby Avenue from this parcel, and it proposes to lease the property from the County on a long-term basis for the storage of port commodities; and

WHEREAS, Great Lakes Calcium Corporation is agreeable to the terms contained in the attached lease agreement.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the Port and Solid Waste Department is authorized to enter into the attached lease agreement with Great Lakes Calcium Corporation.

Respectfully submitted,

PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

COUNTY EXECUTIVE

Date Signed: _____

Authored by: Corporation Counsel

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund. The Port and Solid Waste budget will increase \$2,064 in 2011 to reflect the revenue. Subsequent year's revenue will be accounted for in the budgeting process.

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
TUMPACH	1			
DE WANE	2			
NICHOLSON	3			
THEISEN	4			
MILLER	5			
HAEFS	6			
ERICKSON	7			
BRUNETTE	8			
ZIMA	9			
EVANS	10			
VANDER LEESE	11			
BUCKLEY	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
ANDREWS	15			
KASTER	16			
VAN VONDEREN	17			
SCHULLER	18			
FLECK	19			
CLANCY	20			
WETZEL	21			
MOYNIHAN	22			
SCRAY	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

SURFACE LEASE AND AGREEMENT

THIS SURFACE LEASE AGREEMENT (THE "Agreement"), entered into this 1st day of August 2011, by and between BROWN COUNTY, a body corporate pursuant to Wis. Stat. s. 59.01(the "Lessor"), and GREAT LAKES CALCIUM CORPORATION, a Wisconsin corporation (the "Lessee"), is to evidence the following agreements and understandings:

WITNESSETH:

That Lessor, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by Lessee, has demised and leased to Lessee certain parcels of land (the "Leased Premises") located at Green Bay, Wisconsin and owned by Lessor, as set forth in Exhibit "A" attached hereto and incorporated herein by this reference; and

NOW, THEREFORE, in exchange for the mutual promises contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the lessor and Lessee, Parties herein, agree as follows:

1. Rent

Lessee agrees to pay to Lessor rent for the Leased Premises during the Lease Period (as defined below), the sum of six hundred sixty-eight dollars (\$668.00) per month (the "Rent"), payable in advance on the first day of each month, starting October 1, 2011 (the "Rent Payment Commencement Date") and ending upon the expiration of this Agreement. The parties acknowledge the Lease Period will commence on August 1, 2011 but no rent shall be paid until October 1, 2011. Each year for the first five years of the lease term, on January 1st (beginning January 1, 2012) the rent shall increase without further notice at the rate of twenty dollars (\$20.00) per month. The projected rent schedule is set out in the attached and incorporated Exhibit B. In order to utilize the property, the Lessee agrees to make site improvements and to be exclusively responsible for the improvement. These costs include; remove/relocate utilities, demolition of existing buildings and repairs to asphalt surface. Exhibit B lists the projected improvements costs. The estimated aggregate site improvement cost of \$96,920 will be credited to Lessee as Prepaid Rent Actual monthly rent payments

from Lessee to lessor will begin December 1, 2021 after Prepaid Rent is fully amortized pursuant to the schedule on Exhibit B.

2. Term

The initial term of this Lease shall be for 11-years and four (3) months from August 1, 2011 and shall continue until October 31, 2022, (the "Lease Period"). The termination date coincides with the termination of the 2007 lease between the Lessee and Lessor for the two (2) acre parcel adjacent and to the south of the leased premises (the "2007 Lease"). Provided Lessee is not in a material, uncured default of any of the terms or conditions of this Agreement or the 2007 Lease one hundred and twenty days (120) prior to their termination, Lessee will have the right to renew the lease agreements for one additional five (5) year period on terms to be negotiated in good faith between the parties.

3. Leased Premises

The Leased Premises are outlined and identified in Exhibit A. The Leased Premises consist of a 100' by 699' (1.6 acres) parcel of land including a 50'x70' metal building formally used as a petroleum loading station. The 100' by 699' area of the Lease Premises is generally an asphalted area. During the term of the Lease, the Lessee is required to maintain the asphalt and loading rack building at the Lessee's cost. Failure to adequately maintain the asphalt and loading rack building will be a material breach of this agreement and may lead to Lessor's termination of this Agreement, subject to notice of such breach and a reasonable period of time to cure such breach.

4. Improvements to be Completed by Lessee

During the initial two months of this Lease Agreement, Lessee shall make the following discrete improvements, as identified in Exhibit B and Section 1 above, at its sole cost:

- a. The existing WPS electrical service shall be relocated to the existing loading rack building.
- b. Remove and relocate AT&T telephone service.
- c. Remove and dispose of rectifier and small outbuildings.
- d. Remove and dispose of all electrical components.
- e. Demolition and disposal of existing block building.

- f. Gravel the block building area for parking.
- g. Create a 6'x100' concrete dolly pad
- h. Renovate existing loading rack building enclosing the west end for equipment storage.
- i. Repair existing asphalt areas

Lessee shall be responsible for completing the site improvements prior to October 1, 2011. The Lessee shall furnish documentation to the Lessor, upon request, showing the actual costs of the above listed improvements.

5. Lessor's Right of Access

Lessor shall retain the right to use at any time for any purpose a 15' wide driveway along the north side of the Leased Premises to access the Lessor's property to the west of the Leased Premises. Lessee shall not obstruct, or interfere with the driveway at any time in any manner. Lessor shall have the right to grant this right of access to other lessees or purchasers of the property Lessor owns to the west of the Leased Premises. The gated entrance to the Leased Premises shall be closed and locked at the end of each working day by the last party to enter or exit the Leased Premises. In addition to the above right of access, the lessor shall have the right, upon reasonable notice to the Lessee, to enter and inspect or show the Leased Premises. Lessor shall maintain the right to use its property not included in the Leased Premises for any purpose which does not interfere with the Lessee's intended use of the Leased Premises

6. Use

Lessor agrees the Lessee may use the Leased Premises for the handling and storage of port-related limestone or other port-related commodities or goods. The Lessee agrees that it will not use the Leased Premises for any unlawful purpose and the Lessee will comply with all federal, state, and local laws, ordinances, and regulations with respect to its use of the Leased Premises, and will indemnify, defend, and hold the Lessor harmless from any penalty, damage, or charge imposed or incurred as a result of the Lessee's use of the Leased Premises after the commencement date hereof in violation of any such law, ordinance, or regulation. The Lessor, Lessee and any other user of the Leased Premises or the Lessor's property adjacent to the leased premises must cooperate concerning access to

premises and the cooperation includes but is not limited to securing and locking gates for ingress and egress.

Lessee shall be liable for any damage or injury incurred as a result of a break-in or other damage caused by Lessee's failure to lock the gate at the end of each working day. Lessee shall not be responsible for any damages caused by another party's negligence or failure to lock the gate at the end of a working day

In the future if the Lessee wants to construct a building of any kind on the Leased Premises, the Parties agree to renegotiate in good faith the terms of this Lease, which revised lease shall at least provide for a longer term than that which is prescribed for herein.

Lessee is responsible for remedying any and all issues related to the Lease including but not limited to environmental damage, nuisance claims, or any action due to the activity of Lessee while acting on the Leased Premise.

7. Insurance

Lessee agrees that it shall at all times during the Lease Period indemnify, defend and hold harmless Lessor, Brown County and its agents, officers, and employees, against any and all loss, damages, and costs or expenses which Lessor may sustain, incur, or be required to pay by reason of any personal injury, death or property loss resulting from Lessee's acts or omissions under this agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Lessor, Brown County and/or its agents, officers and employees, notwithstanding, Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

In addition to the foregoing, the Lessee agrees that during the Lease Period it shall provide general liability insurance coverage for its operations upon the Leased Premises in a minimum amount of \$2,000,000 and the Lessor shall be provided a certificate of insurance, showing it as an additional insured during the term of this Lease Agreement.

The Lessor hereby agrees to give prompt written notice to the Lessee of any claim against the Lessor or the filing of any action or suit against Lessor in any court, based upon any act or omission of the Lessee, its agents and employees, in connection with the Lessee's use or occupancy of the Leased Premises.

8. Environmental Compliance & Indemnification

a. All capitalized terms used in this section and not heretofore defined shall have the meanings set forth below:

- (1) **"ENVIRONMENTAL CLAIMS"** means any and all actions, suits orders, claims, liens, notices, investigations, proceedings or complaints, whether any of the foregoing are administrative, civil, criminal, judicial or otherwise, related to any Environmental Law, that have been threatened, brought, issued, asserted or alleged by: i) a federal, state or local agency or body or a citizen or citizen group for compliance, injunctive relief, losses, damages (including but not limited to natural resource damages), penalties, removal, response, remedial or other action pursuant to an Environmental Law related to the presence or actual or threatened Release of a Hazardous Substance, or a condition at, in, under or on (including migrating from) any environmental media at the Leased Premises or related to waste or material sent for treatment, storage, recycling or disposal from the Leased Premises, including, without limitation and by way of illustration only, in the event that a lawsuit is commenced by the EPA, the State of Wisconsin or any other unit of government having jurisdiction over the Release of a Hazardous Substance at the Leased Premises which demands, orders or requires any investigation, testing, monitoring, clean-up, remediation, removal, corrective action, closure, response action, treatment, mitigation, restoration work, processing, extraction, excavation, demolition or any other action of any kind or nature whatsoever in connection with Releases at, in, under or on (or migrating from) the Leased Premises; or ii) a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death, and/or property damage resulting from construction, operation or maintenance of the Leased Premises and/or the Release

or threatened Release of a Hazardous Substance, or a condition, at, in, under or on (including migrating from) the Leased Premises or for a violation of an Environmental Law at or related to the Leased Premises.

- (2) **"ENVIRONMENTAL LAW"** means all applicable current and future federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, rules, regulations, ordinances, permits, licenses, approvals and codes of any governmental agency and common law relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances.
- (3) **"ENVIRONMENTAL PERMITS"** means all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law or in connection with the ownership, use and/or operation of the Leased Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances, or the cleanup, remediation, sale, transfer or conveyance of the Leased Premises.
- (4) **"HAZARDOUS SUBSTANCE"** means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, biological agents, toxic molds, mineral oil, natural gas, petroleum and petroleum products, methane, hazardous materials, solid or hazardous wastes, waste waters, hazardous or toxic substances, regulated materials, pollutants, contaminants or related materials or chemicals, including their constituents and degradation products, posing a risk of harm to health or the environment, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. C.

Sections 6901 et seq.), and any other applicable Environmental Law and the regulations promulgated there under.

- (5) **"RELEASE"** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including, without limitation, any environmental media and the abandonment or discarding of barrels, containers, and other closed receptacles) of any Hazardous Substance.
- b. Lessor represents and warrants to Lessee that, except for the petroleum contamination at the property, as previously discussed in the 2007 Lease, to the best of Lessor's knowledge, each of the following is true for the Leased Premises:
- (1) No Releases of Hazardous Substances have occurred at, onto, from, under, or in (or are migrating from) the Leased Premises;
 - (2) There is no Hazardous Substance present at, under or in (or migrating from), nor is any contamination, pollution, or other condition at, the Leased Premises which would require reporting of the same to a federal, state or local agency or body and/or investigation, remediation, monitoring or any other action under any Environmental Law;
 - (3) The Leased Premises have never been used for the treatment, storage or disposal (including, without limitation, the depositing on or below the surface of the ground) of Hazardous Substances, septage, household or commercial garbage, or any other waste;
 - (4) There are no underground storage tanks currently located at the Leased Premises;
 - (5) The Leased Premises are, and at all times during Lessor's ownership thereof have been, used, operated and maintained in compliance with all applicable Environmental Laws;

- (6) With regard to the Leased Premises or to materials or wastes sent from the Leased Premises for treatment, storage, recycling and/or disposal elsewhere, there are no past, pending or threatened Environmental Claims, nor is the Lessor aware of any set of facts which could reasonably be expected to give rise to an Environmental Claim;
 - (7) There are no federal, state or local regulated wetlands at the Leased Premises; and
 - (8) There are no facts, circumstances or conditions at the Leased Premises which reasonably could be expected to restrict or prevent, under any Environmental Law in effect as of the Commencement Date, Lessee's tenancy, occupancy and unrestricted use of such Leased Premises.
- c. Lessor's representations and warranties contained in this Section shall survive the expiration of this Lease.
- d. Lessee covenants and agrees that:
- (1) Lessee will not use, generate, manufacture, produce, Release, store, transport to or from, discharge or dispose of on, under or about the Leased Premises any Hazardous Substance or allow any other person or entity to do so, except for limited quantities of products or materials used in connection with Lessee's operations, and provided that such materials are at all times handled and stored in accordance with all applicable Environmental Laws and good industrial practices, including containment arrangements where appropriate.
 - (2) Lessee shall obtain and keep in force, and at all times during the term of this Lease remain in compliance with, all required Environmental Permits, if any, relative to its use and occupancy of the Leased Premises.
 - (3) Lessee shall promptly provide Lessor with copies of any notices of Releases or violations which it either receives or is required to give under any Environmental Law.

- e. Lessee's representations and warranties contained in this section shall survive and continue in force for the term of this Lease Agreement.

9. Environmental Indemnities

- a. The parties agree and Lessor hereby covenants that, upon and after the Commencement Date, Lessor shall forever indemnify, assume, defend and hold Lessee, its officers, directors, employees, contractors, agents, successors and assigns ("Lessee Indemnified Parties"), harmless from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, consequential damages, disbursements and/or expenses (including without limitation, reasonable attorneys', expert witness and consultant fees and disbursements, whether incurred as the result of a third party claim or a claim to enforce this Lease) (collectively "Losses") which may be imposed upon, incurred by or asserted or awarded against any Lessee Indemnified Party resulting from or arising out of any of the following;

- (1) Any material misrepresentation or inaccuracy in any representation or warranty in Section 8, above.
- (2) Lessor's noncompliance with, or violation of, any obligations contained in Sections 5 and 8 above, including the provisions relating to site access, and/or of any Environmental Law with regard to the Leased Premises.
- (3) Any Environmental Claim under Environmental Laws currently in effect or which come into effect after the Commencement Date, related to the presence of a Hazardous Substance, or other condition existing at the Leased Premises prior to or as of the Commencement Date or wastes or materials sent from the Leased Premises prior to or as of the Commencement Date, or wastes or materials sent from the Leased Premises by Lessor after the Commencement Date, even if such Environmental Claim is not known, discovered or asserted until after the

Commencement Date and reasonably could not have been known, discovered or asserted until following the Commencement Date.

(4) Any Release of a Hazardous Substance at, on, in, under or from the Leased Premises, including to any adjacent property, prior to or as of the Commencement Date, even if such Release is not discovered until after the Commencement Date, including without limitation, any Release of a Hazardous Substance which occurred prior to, or as of, the Commencement Date and which continues after such date.

(5) Any Release of a Hazardous Substance at, on, in, under or from the Leased Premises, including to any adjacent property, subsequent to the Commencement Date except to the caused or contributed to by Lessee or Lessee's employees, agents, contractors, guests or invitees, or to the extent caused by an off-site source.

b. The parties agree and Lessee hereby covenants that, upon and after the Commencement Date, Lessee shall forever indemnify, assume, defend and hold Lessor, its officers, directors, employees, contractors, agents, successors and assigns ("Lessor Indemnified Parties"), harmless from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, consequential damages, disbursements and/or expenses (including without limitation, reasonable attorneys', expert witness and consultant fees and disbursements, whether incurred as the result of a third party claim or a claim to enforce this Agreement) (collectively "Losses") which may be imposed upon, incurred by or asserted or awarded against any Lessor Indemnified Party resulting from or arising out of any of the following:

(1) Lessee's noncompliance with, or violation of, any Environmental Law with regard to the Leased Premises.

(2) Any Environmental Claim under Environmental Laws currently in effect or which come into effect after the Commencement Date, related to the presence of a

Hazardous Substance or other condition created by Lessee at the Leased Premises after the Commencement Date or wastes or materials sent from the Leased Premises by Lessee after the Commencement Date.

(3) Any Release of a Hazardous Substance at, on, in, under or from the Leased Premises, including to any adjacent property, subsequent to the Commencement Date to the extent caused or contributed to by Lessee or Lessee's employees, agents, contractors, guests or invitees.

c. Except as otherwise expressly provided above, the party seeking to enforce an indemnity obligation pursuant to this Section shall have the burden of demonstrating that such indemnity obligation rests with the other party.

10. Discharge of Liens

Lessee shall not do or suffer anything to be done whereby the Leased Premises may be encumbered by any liens of mechanics, laborer, material, men, chattel mortgages, or any other liens. Lessee shall, whenever and as often as any such liens are filed against all or any portion of the Leased Premises which purport to be for labor, material, or funds furnished or to be furnished to Lessee, discharge the same of record within ten (10) days after the date of filing by payment, bonding, or otherwise, as provided by law. Lessee shall, upon reasonable notice and request in writing from Lessor, defend for Lessor, at Lessee's expense, any action, suit, or proceeding which may be brought for the enforcement of any such lien and will pay any damages and discharge any judgments entered in such action, suit, or proceeding and save harmless Lessor from any liability, claim, or damages resulting there from. If Lessee fails to procure the discharge as aforesaid of any such lien, Lessor may, without further notice to Lessee, procure the discharge by bonding or payment or otherwise, and all costs and expenses to which Lessor may be put in obtaining such discharge shall be paid by Lessee as additional rent within ten (10) days after notice from Lessor of the amount due.

11. Taxes

The Lessee shall pay all taxes and assessments attributable to any improvement and/or personal property hereinafter placed or utilized on the Leased Premises.

12. Revisions and/or Terminations

Lessor may declare the Lease terminated if Lessee should default in the payment of any obligations under this Lease, or in the due performance of the covenants hereunder, and the default continues for a period of thirty (30) days after written notice is given by Lessor to Lessee. Further:

- a. Failure to comply with any part of this lease may be considered cause for revision, suspension, or termination.
- b. Revisions of this lease must be agreed to by Lessor and Lessee by an addendum signed by the authorized representatives of both parties.
- c. If the Lessor finds it necessary to terminate the Lease prior to the Lease's expiration date for reasons other than non-performance by the Lessee, actual costs incurred by the Lessee to make site improvements to the property pursuant to section 4 of this agreement, shall be reimbursed to the Lessee by the Lessor. If the Lessor terminates the Lease under the terms of this section, the Lessee's monthly amortization of Prepaid Rent for the period from the Commencement Date until the date of termination shall be counted as credit towards the actual costs incurred by the Lessee. The Lessor shall reimburse the Lessee any remaining balance of actual costs incurred after deducting the Lessee's credit for monthly rental payments. If the Lessee terminates the Lease under the terms of this section, the Lessee voluntarily relinquishes any remaining unreimbursed monthly amortization of Prepaid Rent.

13. Upon Termination

Lessor agrees at the end of the Lease, all materials must be removed from the Leased Premises and the property returned to the condition which it was delivered by the Lessor. The Lessee further agrees that, upon termination of this Lease or any successive terms, the Lessee shall surrender quiet and peaceful possession of the Leased Premises in like good

order as of the Commencement Date, natural wear and tear excepted, and loss or damage due to an act of God excepted.

14. Right of First Refusal

If, at any time during the Term of this Lease, including any renewal term, and for one (1) year thereafter, Lessor receives a bona fide offer from a third party for the purchase of the Leased Premises, or the larger parcel of property owned by Lessor of which the Leased Premises is a part of, which offer Lessor is willing to accept ("Third Party Offer"), Lessor shall give Lessee written notice thereof and send Lessee a copy of the Third Party Offer within five (5) business days of Lessor's receipt of the same. Lessee shall have the right, for fifteen (15) days after the receipt of such Third Party Offer, to exercise its option to purchase the Leased Premises, or the larger parcel of property owned by Lessor, upon the same terms and conditions of the Third Party Offer. If Lessee fails to exercise its option to purchase within such time period, Lessor shall be at liberty to enter into the Third Party Offer and upon the closing, all of Lessee's rights under this Section shall automatically terminate. Notwithstanding, in the event the Leased Premises is sold to a third party pursuant to the Third Party Offer or otherwise, such third party shall take ownership of the Leased Premises subject to this Lease.

15. Other Terms and Conditions

The Lessee covenants and agrees that it will, throughout the term of Lease, or any renewals or extensions thereof, be responsible for the payment of all utilities applicable to the operation of the Leased Premises by the Lessee, and the Lessee shall be responsible for the maintenance of all improvements on the Leased Premises.

16. Assignment/Subletting

This Lease and/or any interest herein shall not be mortgaged, pledged, encumbered, assigned, or otherwise transferred in any manner by Lessee, voluntarily or involuntarily, by operation of law or otherwise, or the Leased Premises or any part thereof, sublet or occupied for the conduct of any business by any third person, firm, or corporation or for any other purpose than as herein authorized without the prior written consent of Lessor.

17. Arbitration After Failure of Negotiations

If any matter arises involving the performance or interpretation of this Lease which the parties are unable to settle by mutual agreement, and wherever this contract provides adjustments, changes or settlements by mutual agreement of the parties and the parties are unable to reach a mutually satisfactory agreement within a reasonable time, all such matters shall be settled and determined by a Board of Arbitration consisting of three members-one member to be named by each of the parties hereto and the third to be selected by the two so named. If the two arbitrators are unable to agree upon a third arbitrator within 10 days, then the third arbitrator shall be selected and named by the American Arbitration Association. If either party fails to name and select its arbitrator within ten days after the proposal of arbitration, such party shall be deemed to have designated its chief executive officer as its arbitrator. The arbitration proceedings shall otherwise be conducted in accordance with the prevailing rules and regulations of the American Arbitration Association, and the findings and conclusions of a majority of said Board of Arbitration shall be binding on both parties to this Lease.

18. Notices

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed in a postpaid envelope in the United States postal system, addressed as designated below. Notice shall be deemed to have been duly given, if delivered personally, upon the date such notice was placed in the mail.

If to Lessor: Brown County Port and Solid Waste Department
Dean Haen, Port Manager
2561 S. Broadway Street
Green Bay, WI 54304

If to Lessee: Great Lakes Calcium Corporation
Dave Nelson, Chief Financial Officer
1450 Bylsby Avenue
P. O. Box 2236
Green Bay, WI 54306-2236

19. Binding Effect

The terms and covenants contained in this Lease (and in any exhibit annexed hereto) shall bind and inure to the benefit of the Lessor and the Lessee, and their respective successors and assigns.

20. Governing Law

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin.

21. Severability

If any term, covenant, condition or provision of this Lease or the application thereof to any party or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

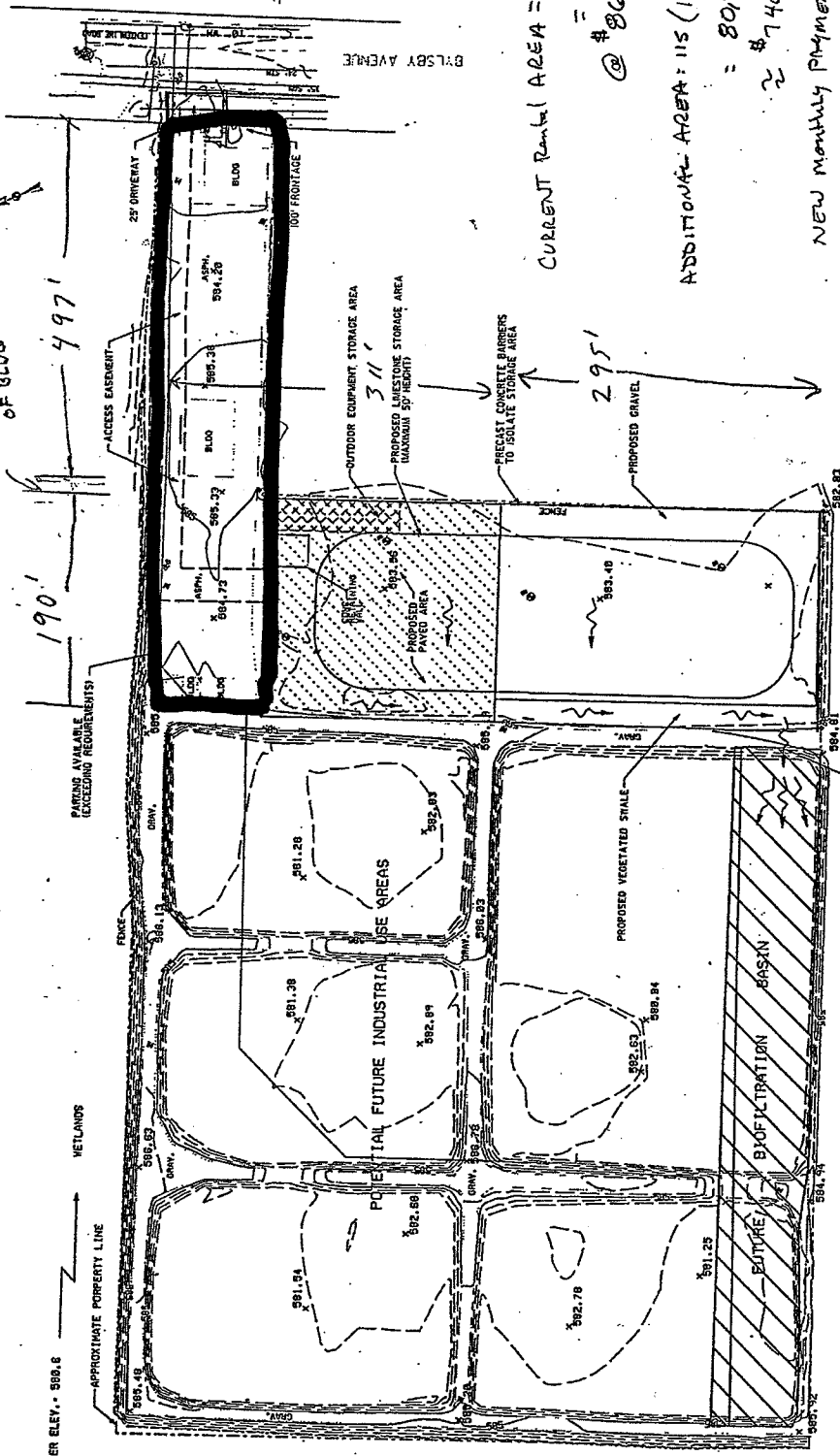
**BROWN COUNTY
PORT & SOLID WASTE DEPARTMENT**

GREAT LAKES CALCIUM CORPORATION

By _____
Charles Larscheid, Director

By: _____
David J. Nelson, Chief Financial Officer

Exhibit A



CURRENT RENTAL AREA = $190 \times 295 + (311 - 15)$
 = $55,745 \text{ sq ft}$
 @ \$800/month
 ADDITIONAL AREA = $115 \times (190 + 12 + 497)$
 = $50,385 \text{ sq ft}$
 @ \$740/month
 NEW MONTHLY PAYMENT = \$1600

GREAT LAKES CALCIUM - GREEN BAY, WI	
FIGURE 3	
MATERIAL STORAGE SITE	
1445 BYLSBY AVE.	
Scale: NOT TO SCALE	Date: AUGUST, 2007
Prepared By: JON	Checked By: WRV
06G004	

REVISED DATE	BY	DESCRIPTION

LEGEND
 --- EXISTING CONTOUR
 --- PIPELINE
 --- DRAINAGE FLOW ARROW

Leased Area

Exhibit B

1445 Bylsby Development Costs Related to Lease Between Brown County and Great Lakes Calcium
Updated: April 15, 2011

Project Costs:

Relocated WPS incoming electrical service	\$ 3,900
Remove & relocate AT&T telephone service	\$ 6,000
Remove & dispose of rectifier	\$ 600
Remove & dispose of all electrical components	\$ 12,970
Building demolition & disposal, load-out building renovation, create gravel parking lot & 6'x100' concrete dolly pad	\$ 56,450
Repair existing asphalt areas	\$ 15,000
AT&T quotation fee	\$ 700
Asbestos test	\$ 1,000
PCB rectifier test	\$ 300
Total up front project cost paid by Great Lakes Calcium	\$ 96,920

	Year	Monthly Rent	Months	Total	Cumulative
Lease start: September 1, 2011	2011	\$ 688	4	\$ 2,752	\$ 2,752
	2012	\$ 708	12	\$ 8,496	\$ 11,248
	2013	\$ 728	12	\$ 8,736	\$ 19,984
	2014	\$ 748	12	\$ 8,976	\$ 28,960
	2015	\$ 768	12	\$ 9,216	\$ 38,176
	2016	\$ 788	12	\$ 9,456	\$ 47,632
	2017	\$ 808	12	\$ 9,696	\$ 57,328
	2018	\$ 828	12	\$ 9,936	\$ 67,264
	2019	\$ 848	12	\$ 10,176	\$ 77,440
	2020	\$ 868	12	\$ 10,416	\$ 87,856
Monthly rent payments begin November 1, 2021	2021	\$ 888	12	\$ 10,656	\$ 98,512
Lease end: October 31, 2022	2022	\$ 908	14	\$ 12,712	\$ 111,224

Great Lakes Calcium Payments Under Lease:

Up front project costs		\$ 96,920
Rent paid in 2021	2	\$ 1,776
Rent paid in 2022	14	\$ 12,712
Total		\$ 111,408

Leasing 1.6 acres of land at \$430/acre, which is the land lease rate/acre for existing 2 acre lease with GLC
Monthly prepaid rent accounted for between September 1, 2011 and October 31, 2021

Exhibit B: Site Improvements

1445 Bylsby Avenue Lease Between Brown County and Great Lakes Calcium

Project Costs:

Relocated WPS incoming electrical service	\$	3,900
Remove & relocate AT&T telephone service	\$	6,000
Remove & dispose of rectifier	\$	600
Remove & dispose of all electrical components	\$	12,970
Building demolition & disposal, load-out building renovation, create gravel parking lot & 6'x100' concrete dolly pad	\$	56,450
Repair existing asphalt areas	\$	15,000
AT&T quotation fee	\$	700
Asbestos test	\$	1,000
PCB rectifier test	\$	300
Total up front project cost paid by Great Lakes Calcium	\$	96,920

	Year	Monthly Rent	Months	Total	Cumulative
Rent Commencement Date: October 1, 2011	2011	\$ 688	3	\$ 2,064	\$ 2,064
	2012	\$ 708	12	\$ 8,496	\$ 10,560
	2013	\$ 728	12	\$ 8,736	\$ 19,296
	2014	\$ 748	12	\$ 8,976	\$ 28,272
	2015	\$ 768	12	\$ 9,216	\$ 37,488
	2016	\$ 788	12	\$ 9,456	\$ 46,944
	2017	\$ 808	12	\$ 9,696	\$ 56,640
	2018	\$ 828	12	\$ 9,936	\$ 66,576
	2019	\$ 848	12	\$ 10,176	\$ 76,752
	2020	\$ 868	12	\$ 10,416	\$ 87,168
Monthly rent payments begin December 1, 2021	2021	\$ 888	12	\$ 10,656	\$ 97,824
Lease end: October 31, 2022	2022	\$ 908	14	\$ 12,712	\$ 110,536

Great Lakes Calcium Payments Under Lease:

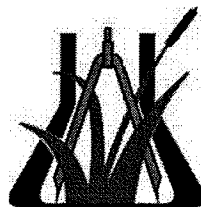
Up front project costs				\$	96,920
Rent paid in 2021		\$	888	1	\$ 888
Rent paid in 2022		\$	908	14	\$ 12,712
Total					\$ 110,520

**BAY PORT DREDGED MATERIAL
DISPOSAL FACILITY EXPANSION -
ADDITION OF DEWATERING CELLS 9
AND 10**

**PLAN OF OPERATION,
DESIGN, AND COST ESTIMATE**

**Brown County Port & Solid Waste
Green Bay, Wisconsin**

June 2011



Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services
4664 Golden Pond Park Court
Hobart, WI 54155 (920) 662-9641

May 31, 2011

Mr. Dean Haen, Port Manager
BROWN COUNTY PORT & SOLID WASTE
2561 South Broadway Street
Green Bay, WI 54304

RE: Bay Port Dredge Facility Expansion
Facility Design and Reporting
Increase Capacity to 7.4 Million Cubic Yards
Addition of Dewatering Cells 9 & 10

Dear Mr. Haen:

On behalf of Brown County Port & Solid Waste, Robert E. Lee & Associates, Inc., is providing the following engineering design plan set and report to support the proposed Bay Port Dredge Facility Expansion. As part of this request, the County desires to expand the existing storage capacity of the Dredge Facility to 7.4 million cubic yards, from 2.5 million cubic yards, and to add Cells 9 & 10 for dewatering of dredge material.

A facility expansion is required in order for Brown County to continue to support the current dredging schedule, thus serving the disposal needs of the U.S Army Corps of Engineers. Based on the current capacity limit of 2.5 million cubic yards of material, the existing facility has a life expectancy of 6.6 years. Routine dredging of the Fox River and Lower Bay of Green Bay is required in order to maintain adequate depth within the shipping channel, a channel that is critical to the existence of a multitude of businesses' located at the Port of Green Bay.

Data within this report will review the proposed site expansion, reasons that an increase in site footprint is needed, address existing environmental conditions, and provide documentations supporting increasing the side slopes for permanent dredge material storage from 10:1 to 6:1, while increasing the peak elevation from 620.

We believe that the data provided will allow the Wisconsin Department of Natural Resources to complete their review of the facility expansion and move towards permitting of the facility.

May 31, 2011
Mr. Dean Haen, Port Manager
BROWN COUNTY PORT & SOLID WASTE
Page 2

If you have any questions or comments regarding the information provided within this report, please feel free to contact our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Jared G. Schmidt, P.E.
Project Manager

JGS/NJM

ENC.

CC/ENC.: Greg Tilkens, Hydrogeologist, WDNR
Jim Zellmer, Waste Management Engineer, WDNR
Ed Wiesner, Director of Public Works, Caity of Green Bay

Greg Tilkens, Hydrogeologist
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
2984 Shawano Ave.
Green Bay, WI 54313-6727

Jim Zellmer, Waste Management Engineer
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
2984 Shawano Ave.
Green Bay, WI 54313-6727

INTRODUCTION

Project Summary

The Brown County Harbor Commission has proposed to expand the existing Bay Port Dredged Material Disposal Facility in both capacity and in footprint. The expansion will accommodate additional dredged material from the shipping channel in the Lower Fox River and the Bay of Green Bay, in addition to other approved dredging materials. To date, the existing facility, which has operated since 1998, is nearing its approved capacity. The proposed physical facility expansions will be located to the south of the existing facility on the shore of Green Bay just northeast of I-43 and east of Military Avenue. The disposal facility is proposed to be expanded onto Parcel 6-3041, a 36.13-acre parcel of land located in Sections 13 and 14, T24N, R20E, City of Green Bay, Brown County, Wisconsin. The parcel is presently owned by Brown County.

The current facility, as approved, has an allowable capacity of 2.5 million cubic yards, filled to a peak elevation of 620 with side slopes of 10:1. As of the 2010 dredging report, the facility has been operating for roughly 13 years with 1.66 million cubic yards of dredge material being deposited at the site. Of the 1.66 million cubic yards, 1.2 million yards are stored and 460,000 cubic yards are located within dewatering cells, awaiting permanent storage. At a current permitted capacity of 2.5 million yards, the existing facility has an existing remaining capacity of 840,000 yards. On average, the dredge facility accumulates 128,000 cubic yards of new dry material each year. Based on the current remaining capacity of 840,000 cubic yards, the facility has less than 7 (6.6) years of capacity remaining.

Dredging of the main channel and the bay is a critical activity to maintain the operation of the Port of Green Bay. Without viable locations to dispose of dredge materials, continual operation of the Port may not be realized. The Port of Green Bay generates 83 million dollars of economic impact to Brown and the surrounding counties. Port activities support an estimated 832 jobs within the region. Without an expansion as proposed, the Port of Green Bay existence is threatened.

For these reasons a facility expansion, expanding the overall capacity of the facility to 7.4 million cubic yards is being requested. In order to reach a total storage volume of 7.4 million

yards the overall storage height of the existing facility will be extended to a mean elevation of 640, while modifying the allowable side slopes based on the engineering analysis and report provided by River Valley Testing Corporation, and made part of this report. In addition to modifying the peak elevation and slopes of the permanent storage area, it is proposed to increase the footprint by 36 acres for the creation of two new dewatering cells, 9 and 10. Adding additional cells is critical to realize full storage capacity of the existing facility. Brown County has worked with the City of Green Bay to purchase the site in which their current compost facility is located on. This location is ideal because it is directly adjacent to the existing facility. The proximity makes this expansion practical from an operations standpoint, as well as a financial perspective.

The remainder of the report explains the design rationale and logic of the proposed expansion. Through thorough planning and engineering, it will be shown that the proposed expansion can be undertaken with limited impact to the existing surroundings, and will provide the County with a long-term solution for locating dredge material disposal.

Service Area

The site will serve the dredge material disposal needs of the U.S. Army Corps of Engineers, for the Port of Green Bay and the associated shipping channel. Dredgings from private dredging projects could be placed at the site, if it is of non-hazardous dredged materials.

Materials Approved for Disposal

Only non-hazardous dredge material from the Lower Fox River, the shipping channel of the Port of Green Bay, and other dredge materials from County-approved locations may be disposed of at the facility. The material will be characterized prior to being dredged to ensure that it meets the disposal criteria contained in the existing conditional grant of exemption.

DESIGN RATIONALE

Introduction

The facility is designed to accept low solids dredged material; dewater the material; stockpile the material; and make it available for potential beneficial reuse projects, should they be developed. Based on the current design, the facility is set up with a six cell configuration (see Plan Sheet 2). Four cells (2, 4, 5, and 6) are used to dewater the dredge materials, and will ultimately be used for the disposal of dredge materials (Appendix G, Proposed Closure Sequence). An additional two cells (7 and 8) will be used for the first 630,000 cubic yards of dewatered material. With a currently approved fill elevation of 620, multiple rehandling of the dredge material would be needed to reach the 2.5 million yard facility expansion. As part of the proposed expansion, complete closure can be made with limited rehandling of the dried dredge materials. With the proposed expansion, Cells 2, 4, 5, and 6 would continue to be used as dewatering cells until turned into the permanent storage locations. Cells 7 and 8 would continue to be operated as fill cells. New Cells 9 and 10 would be added as dewatering cells. During initial analysis, it was thought that Cells 9 and 10 could be used as storage cells, but because of the geometry of the cells, it made the most sense to develop them as dewatering cells. In the event the facility was no longer needed, these cells could be converted back to developable industrial lots, similar to those to the east of the facility. Cells 9 and 10 would be designed and operated similarly to the other dewatering cells.

This facility was designed to optimize dewatering and compaction of the dredged material to maximize in place capacity. As a secondary feature, this design provides for a stockpile of dried material, which may be available for beneficial reuse, if opportunities develop in the future.

The following design rationale refers specifically to the facility expansion of Cells 9 and 10, as well as the volume expansion to 7.4 million cubic yards.

Environmental Review

As part of the expansion plan, REL has done a cursory review of the environmental impacts of the proposed facility expansion. After determining there is an immediate need to expand the existing facility, alternate locations were considered for expansion. Because of the proximity

and economic feasibility of the proposed expansion location, all other options were quickly dismissed. By having the expansion facility directly adjacent to the existing facility, the expansion footprint was able to be minimized and much of the existing infrastructure was able to be repurposed.

Proposed expansion will be located on the City of Green Bay's active compost facility. This facility is used by the public to drop off yard waste, and the City then takes the waste and processes it into compost. Because of the current activities, the entire site is more or less actively being disturbed and has limited permanent vegetation. The City of Green Bay will be relocating their compost facilities to the site of former Cells 1 and 3, as noted on Plan Sheet 3. It is the responsibility of the City of Green Bay to work through the proper process to relocate their facilities prior to expansion of Bay Port. Preliminary meetings have been conducted with the City, and they will begin proceedings of permitting of their facility.

Since the proposed expansion site will be located on historic fill and be placed on a site that sees ongoing disturbances, the environmental impact will be minimal. An aerial project location map has been provided in Appendix A, Appendix B contains soils, floodplain, and wetland mappings.

Based on the available mapping, no 100-year floodplain is located on the expansion site. The nearest floodplain is located within the storm water treatment ponds. Wisconsin wetland inventory maps found on the WDNR website indicate that the expansion facility sits on fill soils that are consistent with wetland indicators. This was expected because of the site's history and the fact that the expansion parcel has been historically disturbed and has been the site for historic sediment deposits. Based on the mapping printed June 24, 2010, there are no wetlands on the subject parcel. Wetlands are present on adjacent parcels, as noted.

In the post-development condition, it is proposed that we will add to additional monitoring wells to the site. Both proposed wells have been noted on Plan Sheet 2. One will be located at the eastern limits of Cell 9, and one at the eastern limits of Cell 10. These cells will supplement the existing cells at the site.

Given the proximity to the existing facility and existing knowledge of the subsurface soils, we feel that additional subsurface exploration is not needed for the site. Prior testing and analysis has shown that fill materials exist over native soils. These soils are of typically poor quality; however, in a confined state, they have been found to be capable of withstanding the loadings of the proposed activities.

Base Grades

Similarly to the existing six cells, the sloping surface of the cell bottom is referred to as the base grade of the facility. The grades are critical to the design because they assist in dewatering of the material. Additionally, the base grades control the placement of the new and also dewatered dredge material. The critical factor in the establishment of base grades is to maximize the dewatering cell capacity and provide drainage. Gravity drainage is preferred, and will be provided to dewater the dredge material. Base grades within each newly constructed dewatering cell will have a minimum elevation of 588 feet mean sea level (msl). This elevation is approximately 6 feet above the average groundwater elevation of 582 feet msl. Groundwater elevations are based on measurements taken at monitoring wells located around the existing facility. A base elevation of 588 represents elevating Cells 9 and 10, three feet above the previously approved cells. Based on the new design of the dewatering cells base grade, a modified discharge structure and dewatering strategy was utilized. With years of observation of the existing facility, it is believed that a simplified discharge structure will lead to more effective drainage of dredge materials.

The base grade slopes upward from 588 feet msl at a slope of 0.5%. This slope will assist the positive gravity flow of the dredged material to the low point in the cell, where carriage water and surface water will be controlled. Carriage water refers to the water that is collected as sediments are dredged. The angle of repose of freshly dredged sediments approaches zero degrees because of the high water content. The positive slope of the base grade will create a greater tendency to flow from the drop off point. Greater slopes of the base grade are not feasible because the slope would require a differential of 20 feet or more between the high drop off location and the lowest point of the dewatering cell. Creating an increased base grade slope would also result in a loss of storage capacity, or result in a larger footprint cell.

The relationship of the base grades in the dewatering cells to the surrounding berm height at 600 feet msl will provide for two feet of freeboard between the maximum expected height of the dredge material and the top of berm. This design assumes that between 140,000 and 160,000 cubic yards of material are deposited in Cell 9 and 10, respectively, in a given year.

Base grades within Cell 9 will be created using new dredge materials. To date, the majority of the existing grades within the cell are below the proposed base grade. Prior to final completion of the dewatering cell, the base grade of the cell will need to be filled by as much as 5 feet. On average, Cell 10 will need to be excavated to reach base grade. Excavated soil of Cell 10 could be used to construct the perimeter berms of the cell or used in construction of Cell 9.

The perimeter and operational berms are considered part of the base grades. Because Cells 9 and 10 will be used exclusively for dewatering, all berms will be constructed of fine grained soils. Currently, perimeter berms are constructed with a clay core. This core was designed because the facility was expected to last continually as a storage location with more extreme heights and lateral pressures on the berms. While only being used for dewatering, the lateral pressures on the berms are significantly less, and the risk of catastrophic berm failure is dramatically reduced. Operational berms will be constructed with 3H:1V interior and exterior slopes. For similar reasons to eliminating the clay core, this proposal will use exclusively 3:1 slopes in lieu of 4:1 slopes. 3:1 slopes will provide the facility with adequate perimeter protection while providing additional room for dredge material within the cell. The geometry of the parcel limits the capacity of the cells, and constructing the perimeter berm with 3:1 slopes will allow each cell to reach the desired storage volume needed to service the annual dredging requirement.

Each cell will be constructed with two to three off-load ramps. New off-loading ramps will be constructed to an elevation of 603 – 607 feet msl, of which dredge material will be off-loaded. Off-load ramps will have a greater vertical differential to base grade than that of the existing facility. It has been found that by raising the off-load ramp height, the dredge material will distribute more consistently within the dewatering cell. Off-load ramps will be constructed of dried dredge material, 20-foot gravel access roads, and gravel off-load pads will be constructed. A series of rail ties are used at the top of slope for the off-load pad to protect the edge of the off-load pad.

Drainage

Grades across the existing site are relatively flat, with elevations ranging from 586 feet msl on the western side of Cell 9 to 594 feet msl on the extreme northeast corner of Cell 10. The discharge of surface water from the site is to the Bay of Green Bay, which has an average elevation of 580.14 feet msl. The maximum elevation of the bay during the last century was 583.23 feet msl in 1986.

Surface Water

Movement of surface water from precipitation over the site will be controlled by the use of a series of ditches, culverts, and storm sewer piping as indicated on the design plans. Erosion will be controlled by the use of hay bales, silt fence, riprap, and ultimately vegetation. Siltation will be kept to a minimum by the erosion control measures, any erosion that may occur will be collected in a multiple bay sedimentation pond system located to the north of the proposed expansion site.

As seen on Plan Sheet 4, the entirety of the site will drain to the north/northeast to the existing storm pond with the exception of the southern and eastern side of Cell 9 and the southern side of Cell 10. These sides, which will consist of the area from the top of berm to the property line, will drain off-site to adjacent parcels and into the roadside ditch of Hurlbut Street. Currently, a larger portion of the overall parcel drains onto the adjacent properties, so the construction of this facility will alter drainage patterns slightly, but the overall amount of water discharged to adjacent parcels will be reduced. A ditch line, as well as a series of inlets, will be constructed on the far eastern side of Cell 10 to capture run-on storm water from the parcels to the east.

The first items constructed on the site will be the perimeter ditches, and the conveyance systems that carry storm water to the existing sedimentation basins. The sedimentation basins have been sized for a 25-year, 24-hour storm event. Existing storm ponds currently receive discharge water from a majority of the expansion site. In the post-construction condition, the amount of water discharged to the ponds will likely reduce because of the constructed dewatering cells, limiting surface water discharge.

Perimeter and roadside ditches, as well as perimeter berms will be graded from existing soils, or import dredge soils from current dredge operations. The disturbances will be topsoiled, seeded, and mulched, as appropriate, to establish vegetation.

Subsurface Water

Subsurface water will be conveyed by a network of drain tile and storm sewer pipes, prior to passing through a discharge control structure and ultimately into the treatment ponds. Cells 9 and 10 are designed in similar manners, with detailed plans located on Plan Sheets 5 – 8. Four-inch perforated drain tile will be placed to follow the base grade slope and flow to the eastern side of Cell 9 and western side of Cell 10. Drain tile will flow into an infiltration trench that holds a 12-inch ridged, perforated header pipe. The header pipe tee's into a 12-inch solid storm sewer pipe that flows to the discharge structure. Both the header pipe and discharge line are located within a gravel drain bed that also collects subsurface water from a series of 6-inch diameter drain pipes within the gravel bed. By providing an integrated under drain, water held within the dredge material will have a conduit to flow from the material, thus drying the material quicker. Discharge from each cell will flow into a discharge structure and ultimately discharge through a PVC storm sewer to the holding pond.

Previous cell designs do not incorporate the storm sewer piping to the outfall, their drainage is more typically handled by a series of flat drainage channels. Based on observation of the existing facility, it is determined that the under drain system may not be draining as originally designed, because water is ponding with the ditches, thus limiting the flow characteristics of the under drain system. By elevating the base grade of the dewatering cells, the proposed design is able to more efficiently drain the dredge soils and provide adequate vertical separation from the base grade and the under drain.

Another observation of the existing facility is that the outfall structures as designed and constructed were very complicated. The discharge structures consist of a concrete structure, with underground piping and gate valve. A challenge with the existing system is that it is difficult to verify if subsurface water is flowing from the structure, because the discharge conveyance system is completely enclosed, and visual inspection is virtually impossible without physical alteration of the discharge structure. Because of the limitations of the existing system, a revised,

simplified discharge structure has been designed. A detail of the discharge structures for each cell can be found on Plan Sheets 6 and 8. The proposed discharge structure will be constructed of a precast concrete box structure with a lockable Halliday access door. Each discharge structure will be fitted with stainless steel angle iron, which can hold treated lumber planks to limit flow in the event it is determined that flow should be restricted from the subsurface drainage system. Ultimately, the new design will have a 12-inch inflow and outflow pipe flowing through the discharge structure. The accessible access door will allow for visual inspection of discharge water, and would allow for discharge to be quantified and analyzed if so desired. In the event discharge from the cells was not desired, the treated planks could be placed in the structure and limit outflow. It is the intention to only limit discharge from the cells in the event discharge from the facility has been determined to be environmentally harmful.

Storm Water Discharge

Storm water discharge, whether subsurface or surface drained, will flow through the given conveyance systems to the existing storm water ponds located to the north and east of the proposed facility. Given the ponds size and geometry, it has been determined that it is of adequate size to accept the discharge from Cells 9 and 10. Effluent from the pond will continue to be monitored per current permitting guidelines. In the event increased discharge from the existing pond is noticed, the existing pond may need to be expanded within the right-of-way of the transmission lines bisecting the existing dredge facility and the proposed expansion.

Roadways

Roadway construction includes all gravel drives including subbase preparation and aggregate base course. Materials for the aggregate base course will consist of hard durable particles of crushed stone or crushed gravel, and a filler of natural sand, stone sand, or other finely divided mineral matter. The roadways will be constructed to the widths, grades, and lines shown on the design plans. Thicknesses shown are for compacted material and maximum variation in finished grade will be plus or minus 0.05 feet.

In cut areas over which the aggregate base is to be placed, the natural subgrade will be scarified to a depth of 6 inches and then compacted to 90% of maximum density. In fill areas, the subgrade will be constructed of backfill material above the stripped surface, placed in 9-inch

layers, and compacted to 90% of maximum density. The aggregate base course will be constructed in accordance to State of Wisconsin Department of Transportation Standard Specification for Road and Structure Construction, latest edition. The thickness and gradation of aggregate will be as shown on the plans.

As much as possible, the existing access road to the east of Cell 8 will be utilized. By using the current entrance to Bay Port Facility, a controlled and secured entrance will be maintained to the facility. Utilizing this entrance will also allow the internal road network to be completely located within the facility.

Permanent Storage Cells

A critical part of this facility expansion is the permitting of additional storage capacity at the site to 7.4 million cubic yards. The current site, as permitted, will allow a maximum storage capacity of 2.5 million cubic yards to a fill height of 620 feet msl. Over the previous years, the County has been working with the WDNR to permit the filling of the existing site to an elevation of 640 msl, with side slopes of 6:1 to an elevation of 630 feet msl and with 10:1 to 640 feet msl. As a means to prove that the facility can handle filling to this elevated height, the County has undertaken a demonstration project for the reconfiguration of Cell 7. River Valley Testing Corporation (RVT) was retained by the County to complete the testing and analysis of the demonstration project. Based on RVT's final slope stability analyses report, published October 22, 2009, it was determined that the results of the final stability analyses indicate a minimum factor of safety against slope instability of 3.0 for the reconfiguration of Cell 7 of the Bay Port Material Disposal Facility

A complete copy of RVT's report has been attached and made part of the formal request for facility expansion. The report details the testing and analysis that has been conducted at Cell 7 since 2002. Testing shows that on-site slope observations did not encounter significant surficial conditions, which would indicate rotational soil movement or block type failure. Further, pore water pressures measured during the filling operation did not exceed RVT's recommended maximum level of 25 feet above the static perched groundwater elevation.

Based on the results of the Cell 7 demonstration project, in RVT's opinion, the Bay Port Facility is suitable for full facility expansion.

Given the results of RVT's detailed analysis, the facility as proposed would be expanded to accommodate up to 7.4 million cubic yards of dredge material. A completed future grading plan has been provided on Plan Sheet 11 of the attached plan sheet, and a proposed closure sequence is included within Appendix G.

Final grades at time of closure will consist of 6:1 slopes to an elevation of 630 feet msl, and 10:1 slopes to 640 feet msl. The peak elevation of the facility is proposed to be +/-645 feet msl. Slopes above 640 will be graded at a 1% slope to promote positive drainage from the facility, thus limiting potential of ponding water and maintain sheet flow conditions on the side slopes.

Final Closure Cap

Final cover of the site will be made of 18 inches of clean dredge material. Once placed, the material will be seeded and mulched to ensure continuous ground cover. As part of the long-term care of the facility, it is required that vegetation be maintained over the entire facility, to prevent ongoing erosion

Landscaping

Topsoil will consist of natural humus-bearing soils adapted to the sustenance of plant life, and the topsoil will be neither excessively acidic nor excessively alkaline. Dredge material that is used instead of topsoil will be treated, if necessary, with organic material, fertilizer, etc., to ensure that it is suitable for use. In all instances, clean dredge material will be used for the topsoil layer.

The seed mixture for final cover over the facility will consist of 44 pounds/acre of seed mixture #10 of the Wisconsin State Highway Specifications. The mix will include 10-25% of native species as suggested by the Natural Resources Conservation Service. A cover crop of 1-1/2 bushels of oats per acre will be added if seeded before July 15th, or 1-1/2 bushels of winter wheat if seeded after July 15th. The seed mixture for intermediate slopes, stockpiles, and borrow areas will consist of 88 pounds/acre of Seed Mixture #20.

Cell Development

With the proposed expansion, the facility will initially be operated with two permanent storage cells (Cells 7 and 8) and six dewatering cells (Cells 2, 4, 5, 6, 9, and 10). As material begins to fill the facility, dewatering Cells 5, 6, 4, and 2 will be filled in that assumed order to reach the 7.4 million cubic yards of dried material. New Cells 9 and 10 have been designed with the intention to adequately fit one years' worth of dredge material.

By using Cells 9 and 10 for dewatering only, full filling of the facility will be more easily executed. Without the additional dewatering cells, multiple rehandling of materials would be needed. Storage of excess material would need to be "overfilled" onto closed cells or material would need to be shipped off-site, then returned to reach final closure.

Depending on the need and demand for future siting of dredge materials, Cells 9 and 10 would be used for continual dewatering after the original footprint of the dredge facility is filled to 7.4 million cubic yards. In the event full closure is reached, material could be brought to Cells 9 and 10 for dewatering, then trucked, dried, and transported to an off-site location. That location would have to be determined in the future. In the event Cells 9 and 10 are no longer needed, they would be returned to a natural state.

FINANCIAL RESPONSIBILITY ANALYSIS

The facility, as proposed, will require the expenditure of capital for the construction and lead up operation costs, as well as ongoing facility maintenance and closure, as well as long-term care costs. It is proposed that additional capital needed to construct the facility would be added by a Harbor Assistance Grant or other form of grant from local or federal programs. Ongoing facility costs, closure costs, and long-term costs will be offset by an adjustment to fee collection for dredge material accepted to Bay Port. In the event grant dollars are not available, capital costs could be raised through material fees or supplemented by other operational revenue.

Attached within Appendix D is a construction cost estimate for Cells 9 and 10. Additional capital costs are not required for the volume expansion of the original footprint, as those costs are operational in nature. Based on the estimate prepared on April 15, 2010, facility expansion

cost could be on the magnitude of 1.9 million dollars. These costs are further detailed as storm sewer, earthwork, and driveway construction. A 10% contingency was added along with the estimated cost of engineering, bidding, and administration fees.

Though there is an initial outlay of capital for physical improvement at the site, the overall cost for disposal in the long run will be lessened, as the processing costs will lessen per cubic yard received in comparison to the overall storage of 7.5 million cubic yards available at the expanded site.

Facility Closure Costs

Facility closure costs have been calculated based on the expansion of the facility, and are on the magnitude of \$960,000. Closure of the facility is assuming that all cells will be capped and permanently vegetated, and Cells 9 and 10 are leveled and returned to a natural state.

A detailed breakdown of the costs is provided within Appendix E, stating all assumptions made in developing facility closure plans. In addition to calculating closure costs, a schedule outlaying a reduction of closure costs has been provided. Reduced closure costs are consistent with the phasing planned detailed in Appendix G.

As of April 2011, the County has collected approximately \$580,000 for facility closure costs. The County will continue to collect until the threshold for closure funds have been collected.

Long-Term Care Cost

Long-term care costs have been modified to represent the proposed facility expansion. The general parameters of the monitoring have remained consistent to the existing facility with a few modifications. Based on the existing monitoring schedule, we are requesting that groundwater monitoring will be reduced to a semi-annual basis from quarterly, and testing will no longer be completed for COD. Because the facility has been operational for roughly 13 years, a reasonable amount of monitoring data is available. Results to date have been fairly consistent without any major problems; therefore, we would request a reduction in the monitoring schedule. As previously noted, two additional monitoring wells will be located in the facility expansion area.

As of April 2011, the County has received an approximately \$426,000 towards long-term care costs. The long-term care costs have been calculated based on receiving yearly payments from collection fees for a 20-year operational window, then forecasted to be performed for the next 40 years. Calculations found in Appendix F detail an annual care cost of \$17,660 in 2011 dollars. Also attached within Appendix F is the proof to determine the amount of withholdings needed to fund ongoing care costs. Based on the assumptions noted within the calculations, a total of 1.57 million dollars will need to be on hand to convert long-term care costs for the facility. This total dollars required, corresponds to an annual contribution of nearly \$39,000.

A 20-year collection window was selected to collect the necessary fees because that is consistent with the County's agreement with the Army Corps of Engineers to receive dredging materials from the shipping channels of the Lower Fox River and the Bay of Green Bay.

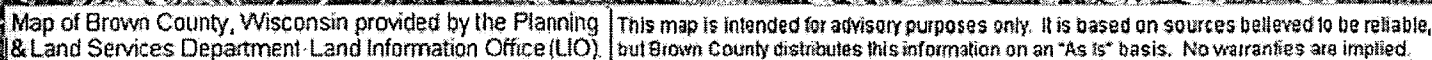
SUMMARY

Overall, the above discussion is presented as a formal request of the desires of Brown County Port & Solid Waste to expand its Bay Port Dredge facility. As stated, there is a timely need for facility expansion as the life span of the facility is dwindling. The basis of the design is supported by the design and function of the existing facility, with minor modifications to improve the dewatering process and ensure the long-term viability of the facility.

A

APPENDIX A

USGS PROJECT LOCATION MAP



B

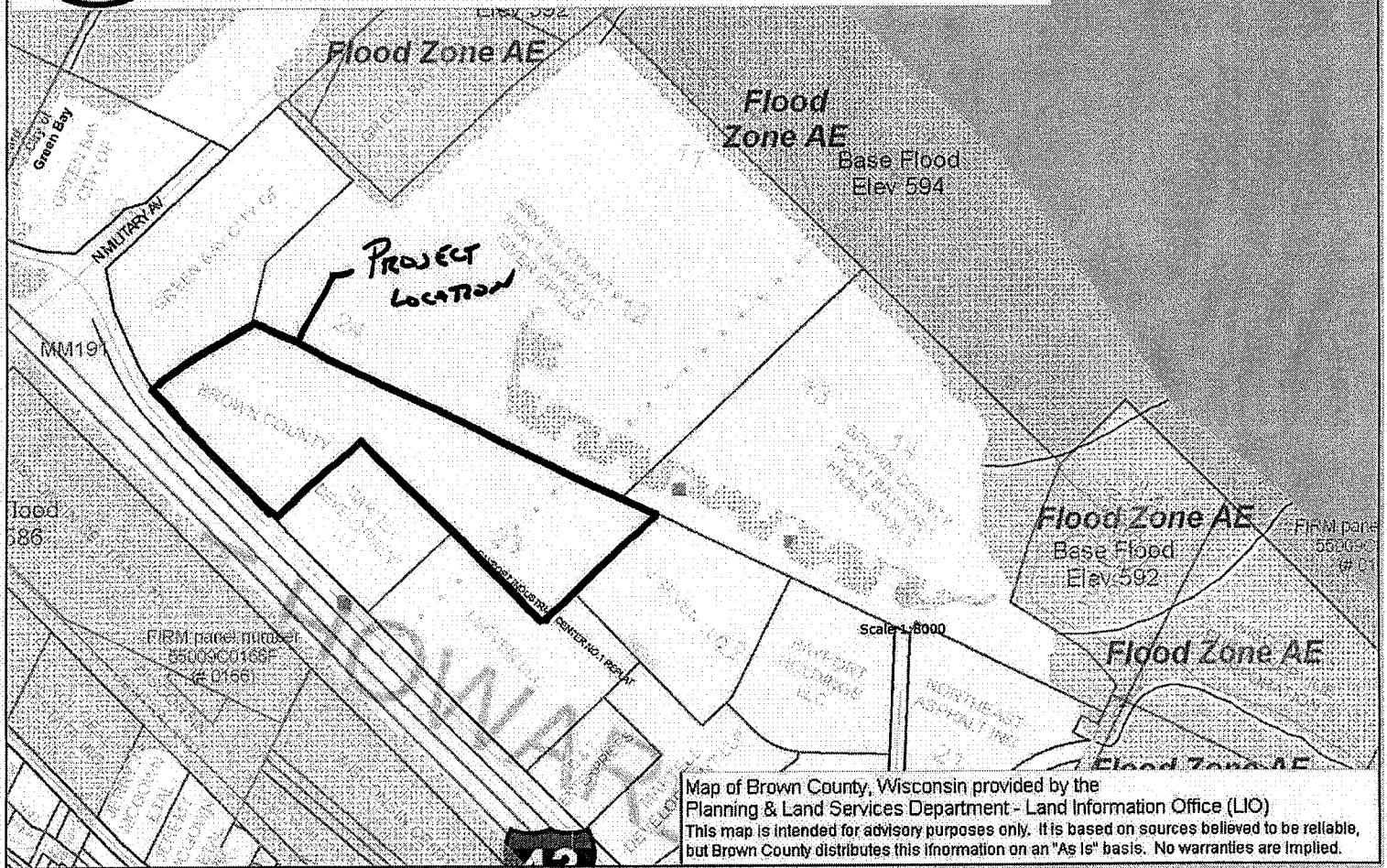
APPENDIX B

ENVIRONMENTAL MAPPING (SOILS, FLOOD PLAIN, WETLAND)



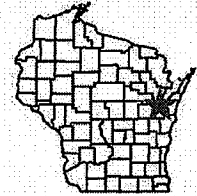
Bayport Dredge Facility

Current FEMA Floodplain Map - 2011



Map of Brown County, Wisconsin provided by the
Planning & Land Services Department - Land Information Office (LIO)
This map is intended for advisory purposes only. It is based on sources believed to be reliable,
but Brown County distributes this information on an "As Is" basis. No warranties are implied.

Map Created on Jun 24, 2010



Legend

- Dams
- Analysis Points
- BRIDGE
- OTHER
- FLOOD INSURANCE STUDY
- Analysis Lines
- BRIDGE
- OTHER
- FLOOD INSURANCE STUDY
- ✓ Base Flood Elevations
- ✓ Digital Cross Sections
- Major Highways
- Interstate
- State Highway
- U.S. Highways
- County Roads
- Local Roads
- 24K County Boundaries
- Civil Towns
- Civil Town
- Digital Flood Boundaries
- 100 Year Floodplain
- 500 Year Floodplain
- Floodway
- USDA Wetspots
- DNR Wetland Points
- Excavated Pond
- Dammed Pond
- Wetland Too Small to Delineate
- Filled Excavated Pond
- Filled Dammed Pond
- Filled Wetland Too Small to Delineate



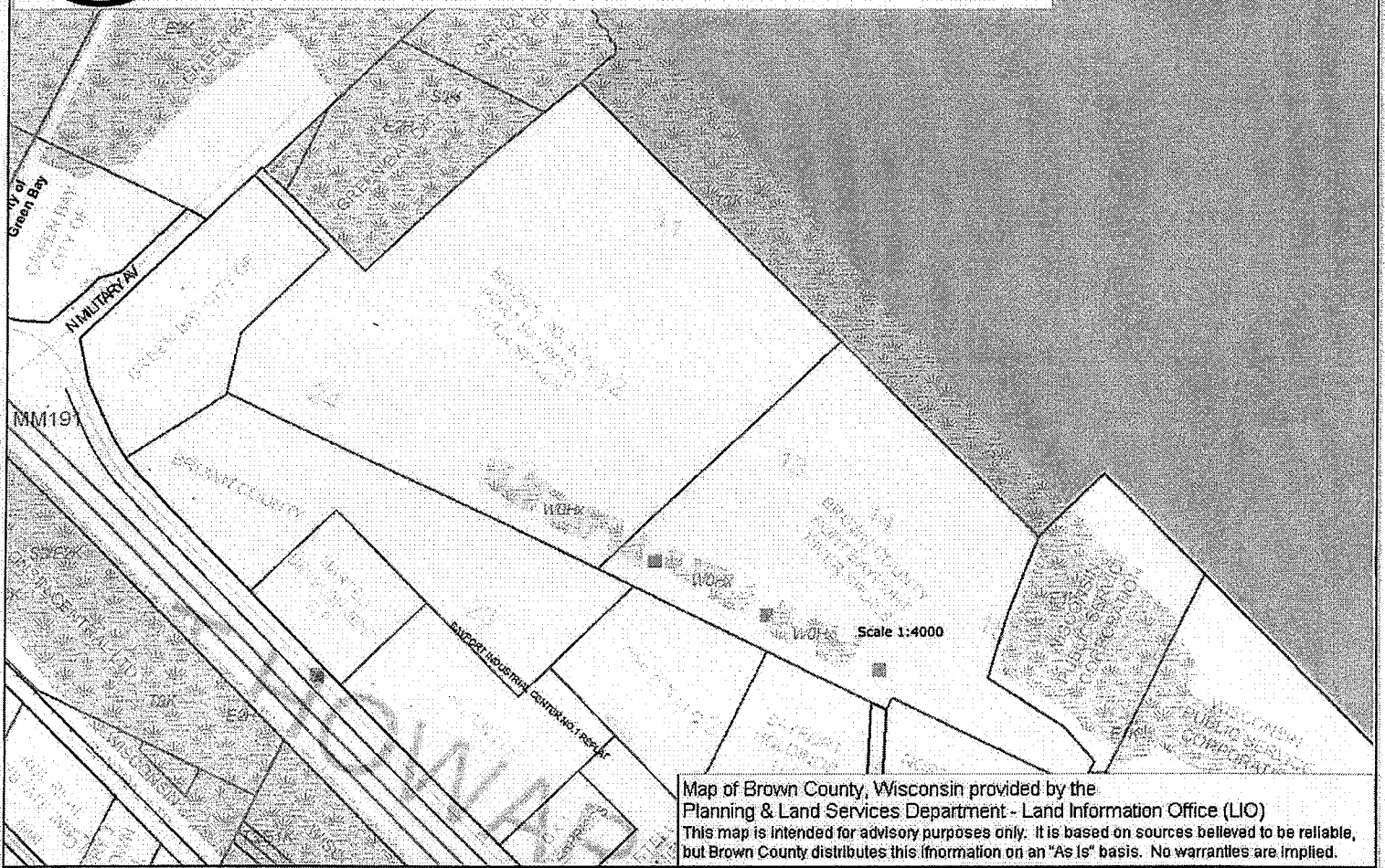
Scale: 1:12,823

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.



Bayport Dredge Facility

Current WI Wetland Inventory Map - 2011



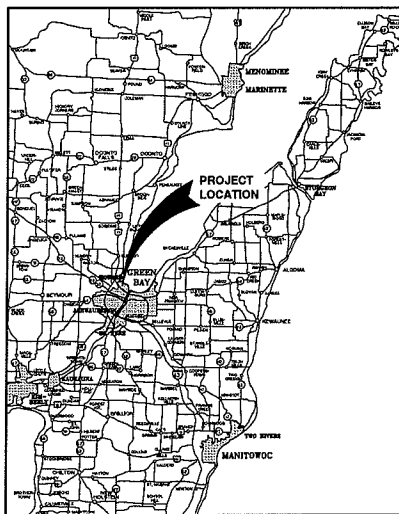
Map of Brown County, Wisconsin provided by the
Planning & Land Services Department - Land Information Office (LIO)
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C

APPENDIX C

DESIGN PLANS

BAY PORT DREDGED MATERIAL FACILITY CELL 9 & 10 EXPANSION CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

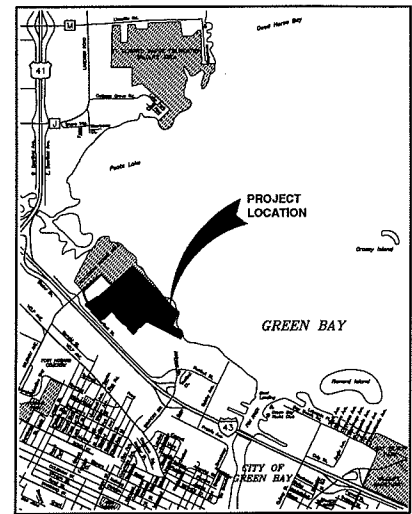


VICINITY MAP

NOTE: EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES, WHETHER SHOWN OR NOT, FROM THE OFFICES OF THE RESPECTIVE UTILITIES. ALL UTILITY OWNERS SHALL BE NOTIFIED FOR LOCATOR BY THE CONTRACTOR 72 HOURS PRIOR TO LOCATION.

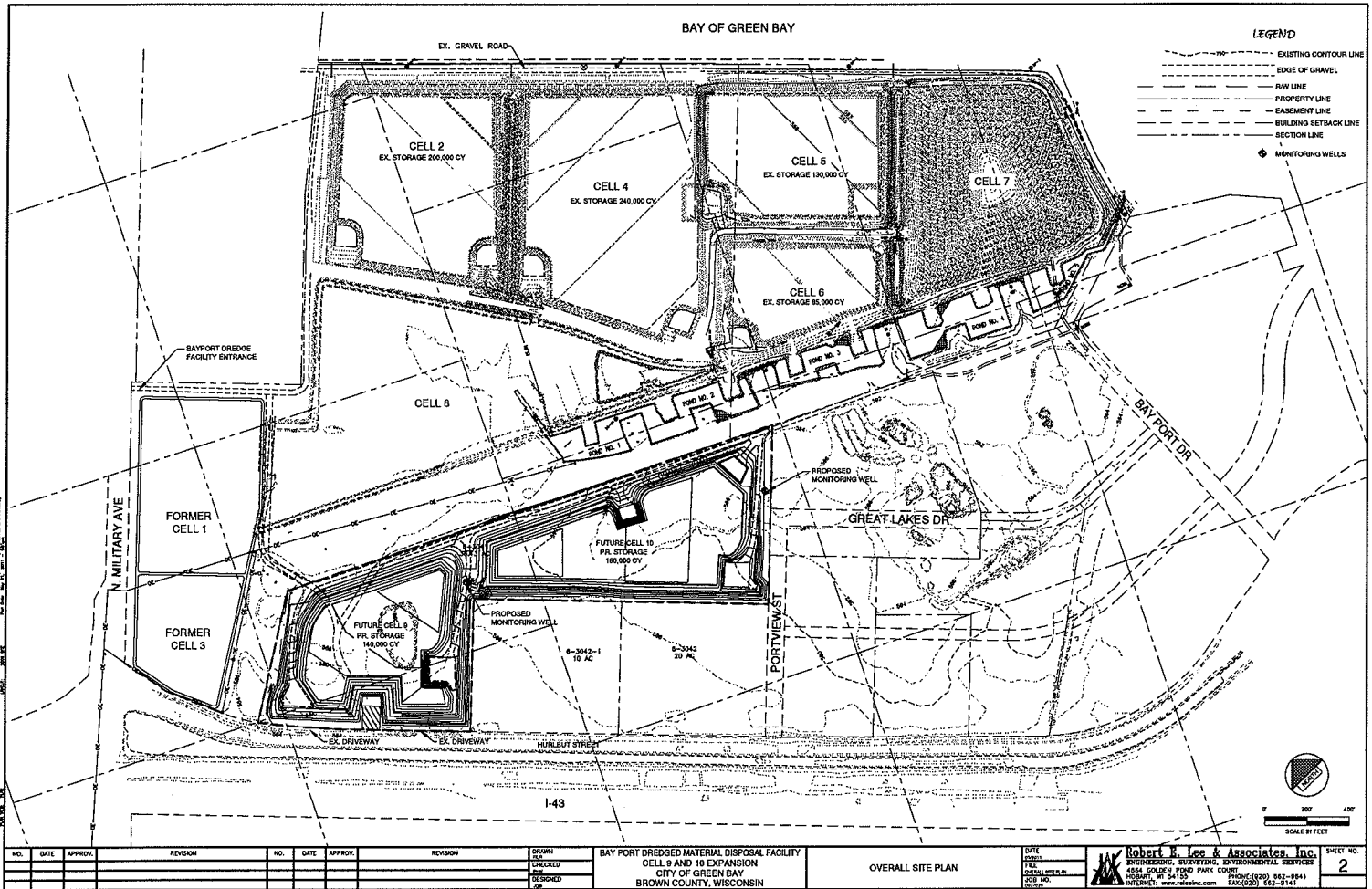
NOTE: ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND SHALL CONFORM TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONSTRUCTION SITE EROSION CONTROL AND TECHNICAL STANDARDS.

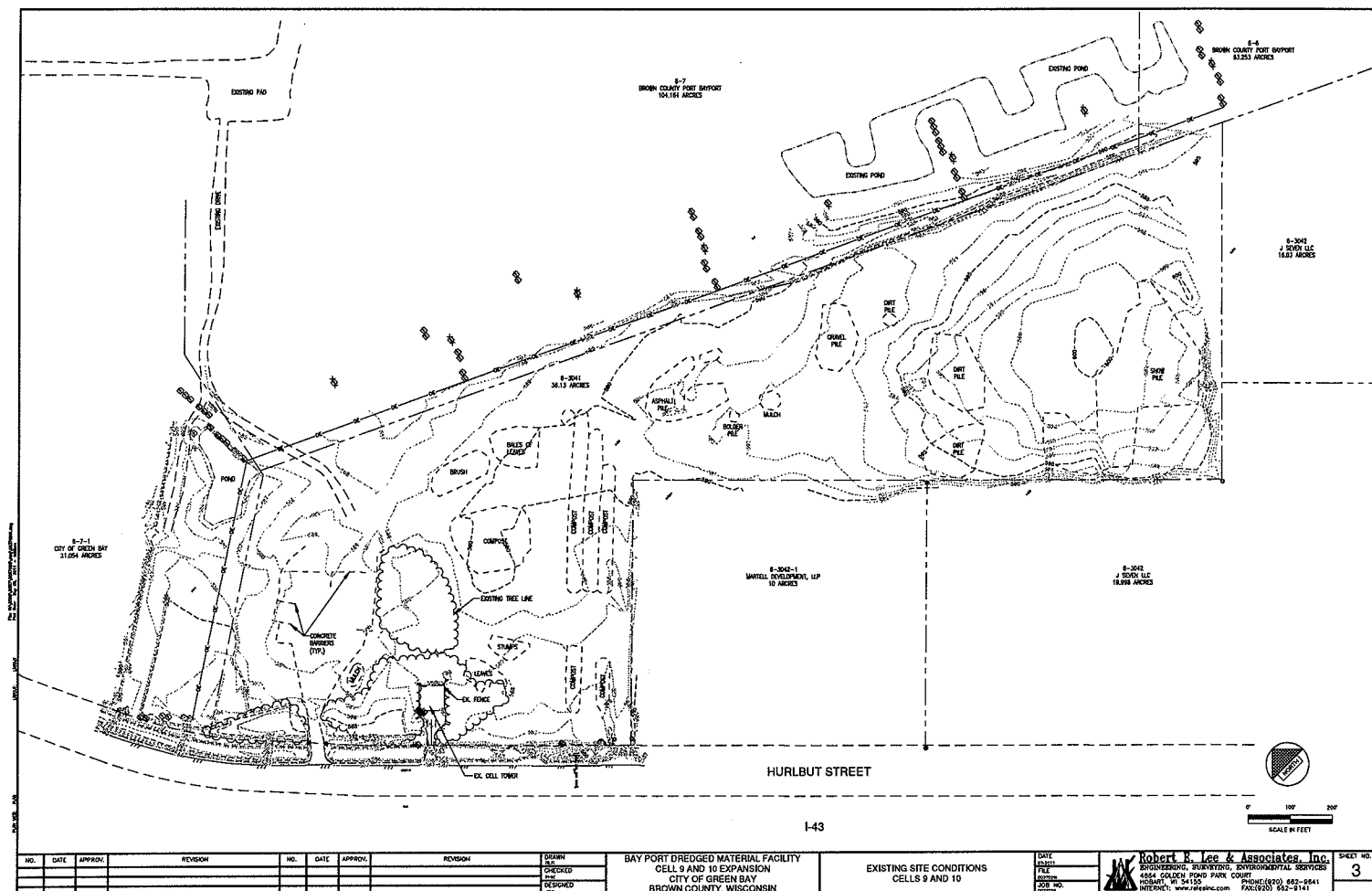
SHEET NO.	DESCRIPTION
1	LOCATION MAPS AND INDEX TO DRAWINGS
2	OVERALL SITE CONDITIONS - CELL 9 & CELL 10
3	EXISTING SITE CONDITIONS - CELL 9 & CELL 10
4	PROPOSED SITE CONDITIONS - CELL 9 & CELL 10
5	CELL 9 - PROPOSED LAYOUT
6	CELL 9 - DRAINAGE CONTROL STRUCTURE PLAN
7	CELL 10 - PROPOSED LAYOUT
8	CELL 10 - DRAINAGE CONTROL STRUCTURE PLAN
9	SEWER DETAIL & TYPICAL ACCESS ROAD / DITCHING DETAIL
10	EXTERIOR BERM DETAIL
11	FUTURE GRADING PLAN
12	CELL 9 SECTION A - A1 & B - B1
13	CELL 10 SECTION A - A1 & B - B1
14	DETAILS
15	DETAILS
16	EROSION CONTROL - INLET PROTECTION AND MISCELLANEOUS DETAILS
17	EROSION CONTROL - DITCH CHECK DETAILS
18	EROSION CONTROL - SHEET PILE DETAILS

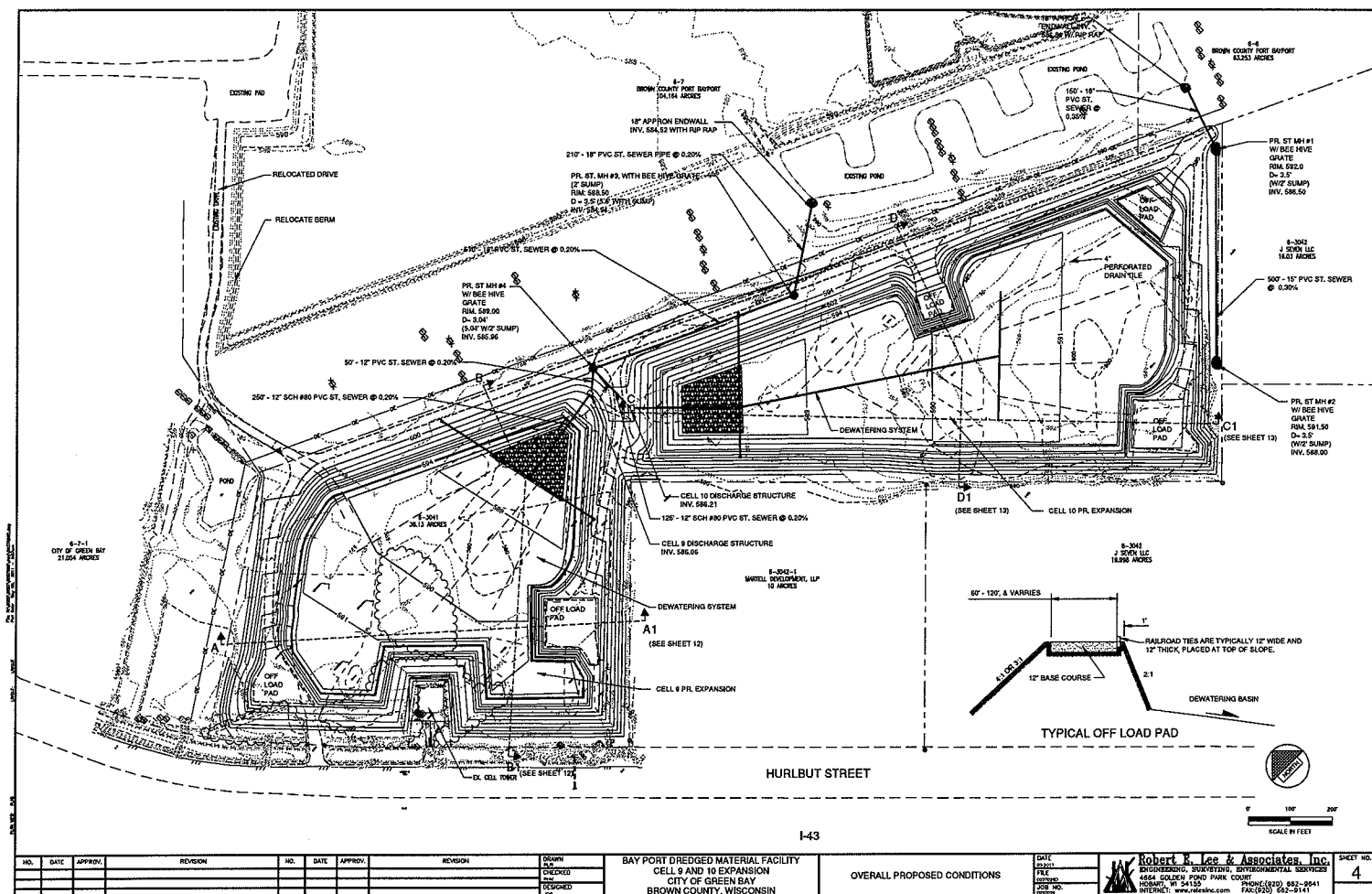


LOCATION MAP

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DESIGN	DATE	APPROV.	REVISION	LOCATION MAPS AND INDEX TO DRAWINGS	DATE	APPROV.	REVISION	Robert E. Lee & Associates, Inc.	SHEET NO.
								DRAWN	11/11/11			BAY PORT DREDGED MATERIAL FACILITY	11/11/11			ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES	1
								CHECKED	11/11/11			CELL 9 & 10 EXPANSION	11/11/11			4554 GOLDEN POND PARK COURT	
								DESIGNED	11/11/11			CITY OF GREEN BAY	11/11/11			WISCONSIN, WI 54303	
								209	11/11/11			BROWN COUNTY, WISCONSIN	11/11/11			PHONE: (920) 882-8641	
																FAX: (920) 882-8141	







D

APPENDIX D

CONSTRUCTION COST ESTIMATE

COST ESTIMATE**CELL 9 & 10**

**BAY PORT DREDGED MATERIAL FACILITY
BROWN COUNTY, WI
PROPOSED CONSTRUCTION COSTS**

APRIL 15, 2011

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
STORM SEWER				
4" Perforated Drain Tile	L.F.	3,350	\$ 13.00	\$ 43,550
6" Perforated SCH 80 PVC	L.F.	525	\$ 20.00	\$ 10,500
12" SCH 80 PVC Storm Sewer	L.F.	2,450	\$ 30.00	\$ 73,500
Cleanout	Each	5	\$ 500.00	\$ 2,500
Discharge Structure	Each	2	\$ 5,000.00	\$ 10,000
Storm Manhole	V.F.	22	\$ 300.00	\$ 6,600
15" PVC Storm Sewer	L.F.	500	\$ 34.00	\$ 17,000
18" PVC Storm Sewer	L.F.	900	\$ 37.00	\$ 33,300
18" Apron Endwall w/ Riprap	Each	2	\$ 790.00	\$ 1,580
Gravel Drain Bed / Pipe Trench Gravel	CY	5,200	\$ 24.00	\$ 124,800
TOTAL STORM SEWER CONSTRUCTION				\$ 323,330
EARTHWORK				
Earthwork - Cut	CY	85,100	\$ 3.50	\$ 297,850
Earthwork - Fill	CY	169,900	\$ 3.50	\$ 594,650
TOTAL EARTHWORK				\$ 892,500
DRIVEWAY CONSTRUCTION				
Gradation #2 Crushed Stone - 4" Thick	SY	19,050	\$ 2.20	\$ 41,910
3" - 4" Crushed Stone - 8" Thick	SY	20,650	\$ 3.60	\$ 74,340
Common Excavation / Ditching	CY	20,650	\$ 4.50	\$ 92,925
Geotextile Fabric	SY	20,650	\$ 1.20	\$ 24,780
Restoration	LS	2	\$ 12,500.00	\$ 25,000
Erosion Control	LS	2	\$ 10,000.00	\$ 20,000
TOTAL DRIVEWAY CONSTRUCTION				\$ 278,955
SUBTOTAL CONSTRUCTION				\$ 1,494,785
CONTINGENCIES (10 %)				\$ 149,479
ENGINEERING, BIDDING, ADMINISTRATION (15 %)				\$ 224,218
PROJECT TOTALS				\$ 1,868,481

MAY

BROWN COUNTY PORT & SOLID WASTE DEPARTMENT

BROWN COUNTY HARBOR COMMISSION

2561 South Broadway

Green Bay, WI 54304

920-492-4950

MAY 2011 TONNAGE

CARGO	MAY 2010	MAY 2011	YTD 2010	YTD 2011	YTD % Change
DOMESTICS Inbound:					
Calcium Chloride - Liquid Bulk	0	0	0	0	NA
Cement	28,220	31,321	57,342	41,534	-28%
Coal	105,304	51,190	174,223	114,842	-34%
Fuel Oil	0	0	0	0	NA
Gypsum	0	0	0	0	NA
Limestone	112,566	70,512	132,954	142,437	7%
Liquid Asphalt	0	0	5,588	0	-100%
Petroleum Coke	0	0	0	0	NA
Pig Iron	0	0	0	4,738	NA
U.S. Salt	0	0	0	0	NA
TOTAL DOMESTIC	246,090	153,023	370,107	303,551	-18%
FOREIGN IMPORTS					
Asphalt	0	0	0	0	NA
Cement	0	0	0	0	NA
Coal	0	0	0	0	NA
Fuel Oil	0	0	0	0	NA
Petroleum Products	0	0	0	0	NA
Heavy Equipment	0	0	0	0	NA
Limestone	0	0	0	0	NA
Pig Iron	2,302	2,483	4,915	2,483	-49%
Salt	0	0	0	26,348	NA
Wood Pulp / Forest Products	0	0	0	0	NA
TOTAL IMPORTS	2,302	2,483	4,915	28,831	487%
DOMESTIC EXPORTS					
Petroleum Products	0	0	0	0	NA
Pig Iron	0	0	0	0	NA
Steel	0	0	0	0	NA
Stone	0	0	4,286	0	-100%
TOTAL DOMESTIC EXPORTS	0	0	4,286	0	-100%
FOREIGN EXPORTS					
Petroleum Products	0	27,071	0	68,831	NA
Tallow	0	0	0	0	NA
TOTAL EXPORTS	0	27,071	0	68,831	0
GRAND TOTALS	248,392	182,577	379,308	401,213	6%
VESSEL COMPARISON					
Lakers	16	11	28	21	-25%
U.S. International	0	0	0	0	NA
Foreign	0	5	0	5	NA
Canada	1	0	2	8	300%
TOTALS	17	16	30	34	13%

*NOTE: Tonnages shown are in metric tons

Brown County Highway
Budget to Actual State Billing
2011

Maintenance	Description	January	February	March	April	May	June	July	August	September	October	November	December	Total	Contract	Remaining	% Used
0005-01-00	Admin Non Patrol Supervision	-	-	-	107,254.32	-	-	-	-	-	-	-	-	107,254.32	164,600.00	57,345.68	65.16%
0005-01-01	Roadway Asphalt Maintenance	323.38	241.15	3,797.96	4,039.22	1,058.72	-	-	-	-	-	-	-	9,460.43	130,000.00	120,539.57	7.28%
0005-01-02	Roadway Concrete Maintenance	14,861.97	30,979.68	23,628.12	25,126.37	14,378.96	-	-	-	-	-	-	-	108,975.12	212,300.00	103,324.88	51.33%
0005-01-04	Roadway Concrete Maintenance-43	4,803.08	2,056.11	2,290.63	3,668.02	1,693.02	-	-	-	-	-	-	-	14,701.41	80,000.00	65,298.59	18.38%
0005-01-05	Roadway Shoulder Maintenance	-	-	-	7,892.91	119.55	-	-	-	-	-	-	-	8,012.46	30,000.00	21,987.54	26.71%
0005-01-06	Roadway Shoulder Maintenance-43	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000.00	5,000.00	0.00%
0005-01-31	Roadway Facility Maintenance	187.16	1,631.28	1,154.55	8,274.56	13,859.56	-	-	-	-	-	-	-	25,107.11	107,000.00	81,892.89	23.46%
0005-01-32	Roadway Facility Maintenance-43	-	-	427.55	2,487.06	2,487.06	-	-	-	-	-	-	-	5,799.54	40,000.00	34,200.46	14.50%
0005-01-33	Roadside Vegetation	21,982.30	37,653.45	28,870.42	38,161.90	66,576.22	-	-	-	-	-	-	-	193,244.29	219,300.00	26,055.71	88.12%
0005-01-34	Roadside Vegetation-43	1,782.63	3,044.58	16,571.43	4,711.00	13,373.75	-	-	-	-	-	-	-	39,483.39	79,300.00	40,316.61	49.48%
0005-01-07	Roadside Vegetation-43	199.50	1,910.20	350.37	6,797.13	6,444.54	-	-	-	-	-	-	-	15,701.74	73,300.00	57,598.26	21.42%
0005-01-08	Roadside Misc.	-	-	-	1,585.67	546.79	-	-	-	-	-	-	-	2,132.46	56,600.00	54,467.54	3.77%
0005-01-11	Winter Maintenance	214,146.95	158,370.54	181,773.46	174,048.66	308.97	-	-	-	-	-	-	-	728,651.58	1,145,000.00	416,348.42	63.64%
0005-01-12	Winter Maintenance-43	42,621.67	42,895.68	41,685.49	29,776.62	-	-	-	-	-	-	-	-	156,949.46	256,600.00	99,650.54	61.17%
0005-01-21	Routine Bridge	-	506.10	-	409.85	7,837.94	-	-	-	-	-	-	-	8,247.80	111,000.00	102,752.20	7.43%
0005-01-22	Routine Bridge-43	-	164.16	-	282.31	7,768.36	-	-	-	-	-	-	-	8,556.77	55,000.00	46,443.23	15.56%
0005-01-24	Bridge-Lift	-	-	-	17,995.98	1,765.40	-	-	-	-	-	-	-	19,761.38	31,200.00	11,438.62	36.86%
0005-01-41	Admin Patrol Supervision	10,172.70	11,112.01	11,696.77	15,763.51	11,571.39	-	-	-	-	-	-	-	60,316.38	127,100.00	66,783.62	47.46%
0005-01-51	Local-DePere/Alouez/Ash/Mason	-	666.02	-	8,294.81	1,654.63	-	-	-	-	-	-	-	10,615.46	29,400.00	18,784.54	36.11%
0005-01-61	Sign Repairs	698.38	581.54	434.67	4,611.96	3,470.25	-	-	-	-	-	-	-	9,997.82	14,000.00	4,002.18	71.41%
0005-01-62	Sign Repairs-43	53.38	-	-	118.59	61.28	-	-	-	-	-	-	-	233.45	6,000.00	5,766.55	3.89%
		311,837.30	291,782.50	312,681.42	462,098.90	154,966.41	-	-	-	-	-	-	-	1,533,366.53	2,973,200.00	1,439,833.47	51.57%

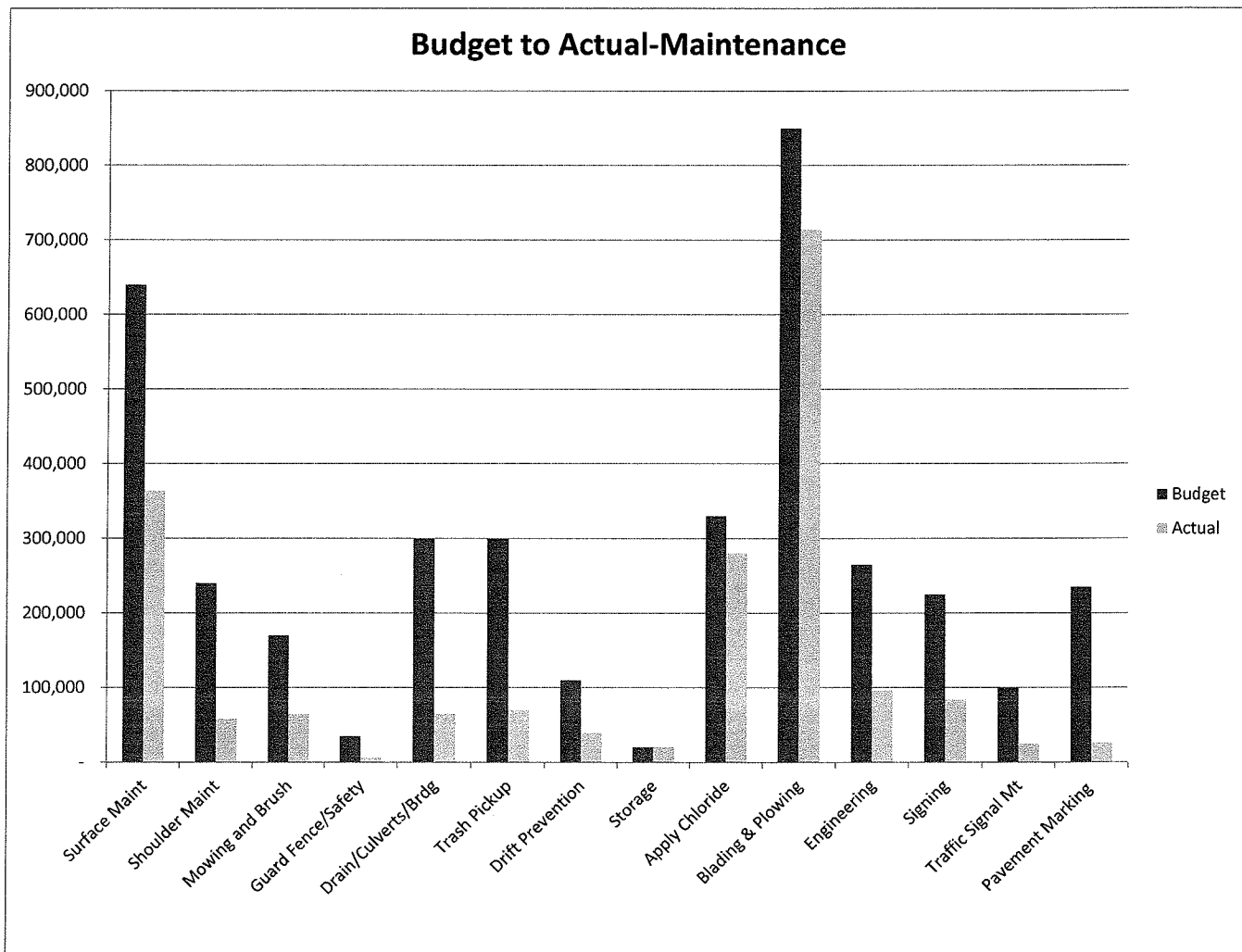
* Includes 3 payperiods

0005-18-21	Traffic Signing	3,323.89	1,104.08	2,855.17	12,067.98	4,800.63	-	-	-	-	-	-	-	24,151.75	-	(24,151.75)	
0005-08-10	Pavement Marking	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
0031-01-31	Kewaunee County-Culvert Steaming	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
0038-01-51	Mainette Bridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
0005-83-81	Security Fence	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
0015-01-24	Door County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
0015-01-03	Door County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
0005-83-14	Asphaltic repair	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
0070-01-11	Winnebago Co-Haul Salt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
0044-83-11	Oulagamie Bridge Decks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1005-18-25		2,178.86	6,570.52	1,819.65	2,571.63	2,395.07	-	-	-	-	-	-	-	15,535.73	-	(15,535.73)	
		5,502.75	7,574.60	4,674.82	14,639.61	7,195.70	-	-	-	-	-	-	-	39,687.48	-	(39,687.48)	
Total		317,340.05	299,457.10	317,356.24	476,738.51	162,162.11	-	-	-	-	-	-	-	1,573,054.01	2,973,200.00	1,400,145.99	

Construction	Description	January	February	March	April	May	June	July	August	September	October	November	December	Total	Contract
0077-03-00	Misc Damage Claims	36,601.76	60,667.47	73,435.78	62,644.08	26,036.50	-	-	-	-	-	-	-	259,385.59	-
0077-03-33	Misc Damage Claims-43 Fire	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1211-17-71	Crack Filling-STH 96	-	-	1,845.63	280.41	-	-	-	-	-	-	-	-	2,126.04	-
4075-32-60	Door County Lift Bridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0015-01-24	Door County Lift Bridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0072-40-36	29-Traffic Control	-	-	-	-	138.40	-	-	-	-	-	-	-	138.40	-
0092-43-03		-	-	-	-	-	-	-	-	-	-	-	-	-	-
4131-01-60		-	-	-	-	-	-	-	-	-	-	-	-	-	-
1480-08-78		-	-	-	-	-	-	-	-	-	-	-	-	-	-
1009-08-04		-	-	-	-	-	-	-	-	-	-	-	-	-	-
1133-03-02		-	-	985.02	139,527.77	-	-	-	-	-	-	-	-	139,527.77	-
1133-06-72		-	-	-	1,906.43	2,891.45	-	-	-	-	-	-	-	2,891.45	-
		-	-	-	2,458.85	206.53	-	-	-	-	-	-	-	2,665.38	-
Total		36,601.76	60,667.47	76,266.43	206,817.54	26,381.43	-	-	-	-	-	-	-	406,734.63	-
		353,941.81	360,124.57	393,622.67	683,556.05	188,543.54	-	-	-	-	-	-	-	1,979,788.64	-

**BROWN COUNTY HIGHWAY DEPARTMENT
ROAD MAINTENANCE BUDGET TO ACTUAL
AS OF 5/28/11**

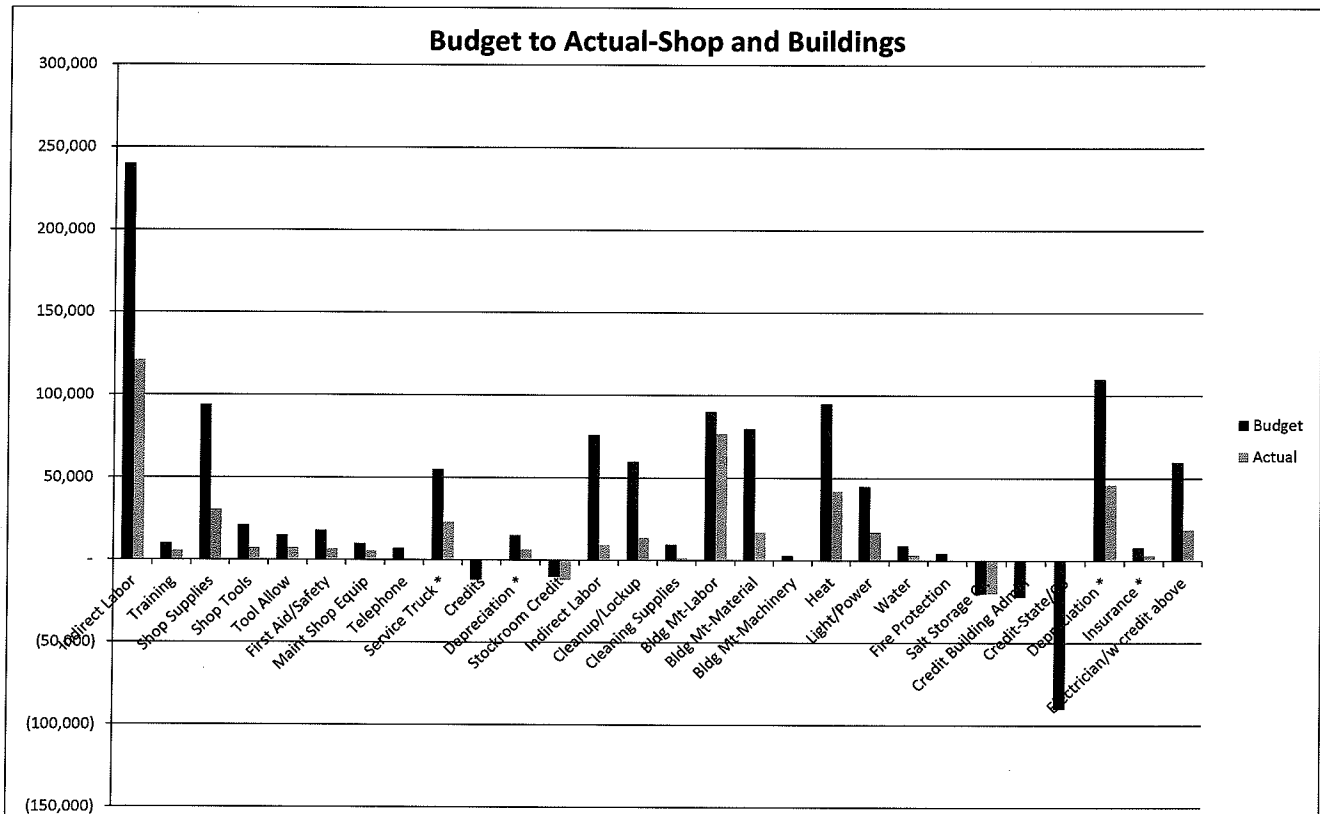
	Budget	Actual	Remaining	Percentage Used
Surface Maint	640,000	363,824	276,176	56.85%
Shoulder Maint	240,000	57,584	182,416	23.99%
Mowing and Brush	170,000	63,999	106,001	37.65%
Guard Fence/Safety	35,000	5,827	29,173	16.65%
Drain/Culverts/Brdg	300,000	64,833	235,167	21.61%
Trash Pickup	300,000	69,438	230,562	23.15%
Drift Prevention	110,000	39,807	70,193	36.19%
Storage	20,000	20,000	-	100.00%
Apply Chloride	330,000	280,146	49,854	84.89%
Blading & Plowing	850,000	714,121	135,879	84.01%
Engineering	265,000	95,807	169,193	36.15%
Signing	225,000	84,044	140,956	37.35%
Traffic Signal Mt	100,000	24,145	75,855	24.15%
Pavement Marking	235,000	26,169	208,831	11.14%
Total	3,820,000	1,909,744	1,910,256	49.99%



BROWN COUNTY HIGHWAY DEPARTMENT
SHOP AND BUILDING EXPENSE-BUDGET TO ACTUAL
AS OF 5/28/11

	Budget	Actual	Remaining	Percentage Used
Indirect Labor	240,000	121,020	118,980	50.43%
Training	10,000	5,458	4,542	54.58%
Shop Supplies	94,000	30,667	63,333	32.62%
Shop Tools	21,000	7,284	13,716	34.69%
Tool Allow	15,000	7,308	7,692	48.72%
First Aid/Safety	18,000	6,591	11,409	36.62%
Maint Shop Equip	10,000	5,432	4,568	54.32%
Telephone	7,000	768	6,232	10.97%
Service Truck *	55,000	23,100	31,900	42.00%
Credits	(12,000)	-	(12,000)	0.00%
Depreciation *	15,000	6,300	8,700	42.00%
Stockroom Credit	(10,000)	(11,956)	1,956	119.56%
Indirect Labor	76,000	9,339	66,661	12.29%
Cleanup/Lockup	60,000	13,592	46,408	22.65%
Cleaning Supplies	9,500	1,487	8,013	15.65%
Bldg Mt-Labor	90,000	76,827	13,173	85.36%
Bldg Mt-Material	80,000	17,125	62,875	21.41%
Bldg Mt-Machinery	3,000	-	3,000	0.00%
Heat	95,000	41,974	53,026	44.18%
Light/Power	45,000	17,420	27,580	38.71%
Water	9,000	3,429	5,571	38.10%
Fire Protection	4,500	78	4,422	1.73%
Salt Storage Cr.	(20,000)	(20,000)	-	100.00%
Credit Building Admin	(22,000)	-	(22,000)	0.00%
Credit-State/Co	(90,000)	-	(90,000)	0.00%
Depreciation *	110,000	46,200	63,800	42.00%
Insurance *	8,000	3,360	4,640	42.00%
Electrician/w credit above	60,000	18,941	41,059	31.57%
Total	981,000	431,744	549,256	44.01%

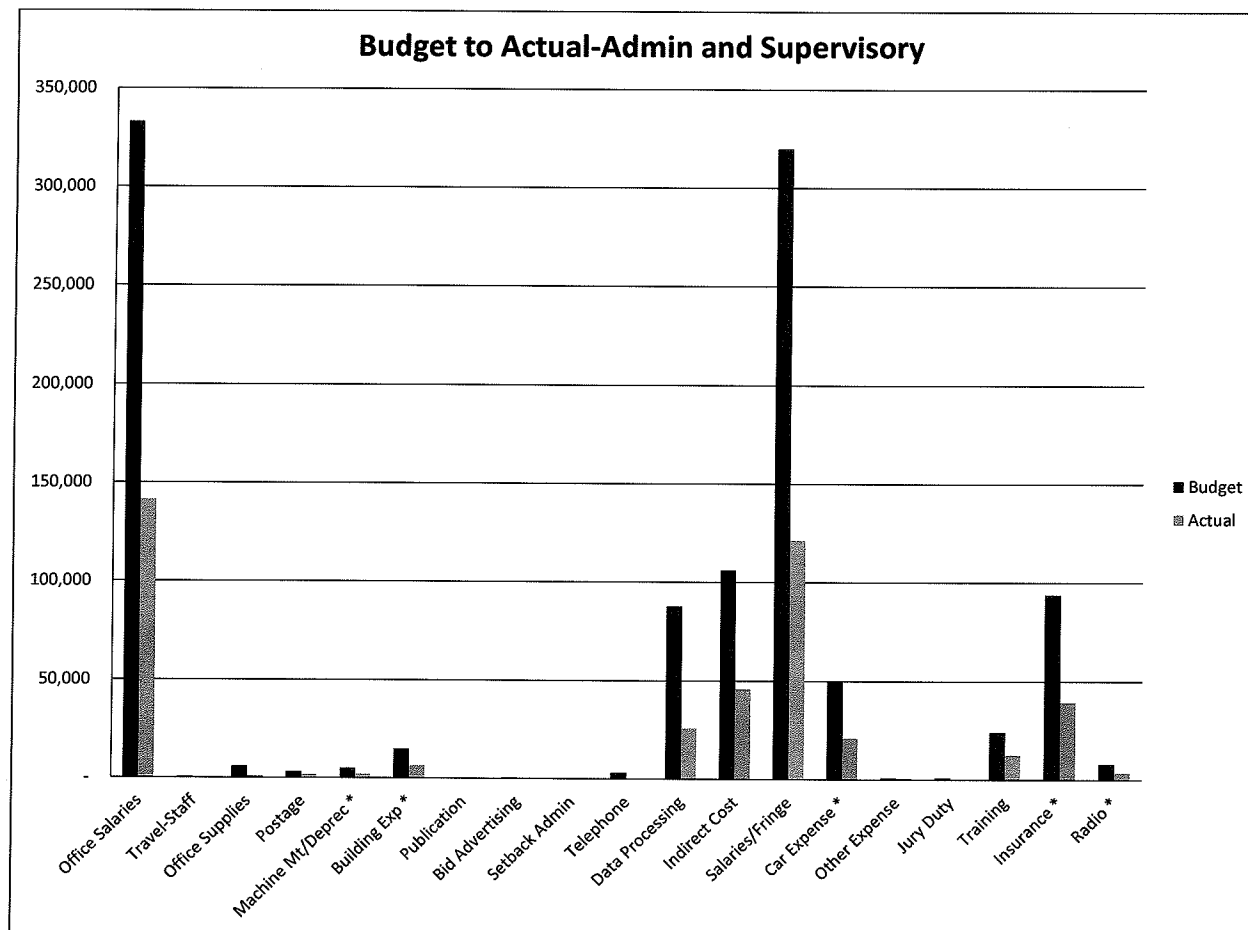
* Estimates



**BROWN COUNTY HIGHWAY DEPARTMENT
ADMIN AND SUPERVISORY-BUDGET TO ACTUAL
AS OF 5/28/11**

	Budget	Actual	Remaining	Percentage Used
Office Salaries	333,000	141,498	191,502	42.49%
Travel-Staff	600	262	338	43.67%
Office Supplies	6,000	972	5,028	16.20%
Postage	3,000	1,529	1,471	50.97%
Machine Mt/Deprec *	5,000	2,100	2,900	42.00%
Building Exp *	15,000	6,300	8,700	42.00%
Publication	-	-	-	#DIV/0!
Bid Advertising	500	466	34	93.20%
Setback Admin	200	-	200	0.00%
Telephone	3,000	104	2,896	3.47%
Data Processing	87,609	25,822	61,787	29.47%
Indirect Cost	105,889	45,806	60,083	43.26%
Salaries/Fringe	320,000	121,060	198,940	37.83%
Car Expense *	50,000	21,000	29,000	42.00%
Other Expense	1,000	578	422	57.80%
Jury Duty	1,000	341	659	34.10%
Training	24,000	12,677	11,323	52.82%
Insurance *	93,686	39,348	54,338	42.00%
Radio *	8,000	3,360	4,640	42.00%
Total	1,057,484	423,223	634,261	40.02%

* Estimates

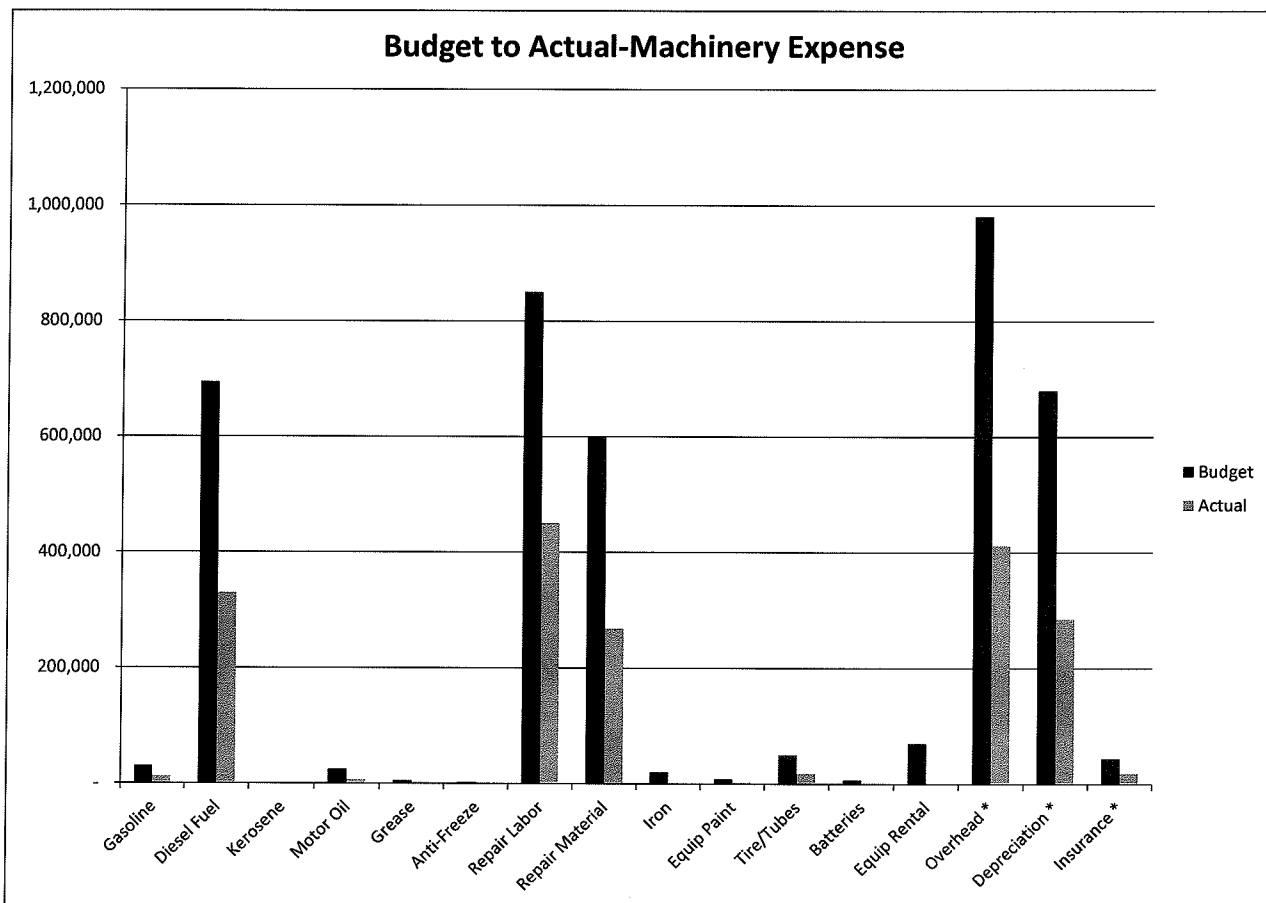


**BROWN COUNTY HIGHWAY DEPARTMENT
MACHINERY EXPENSE-BUDGET TO ACTUAL
AS OF 5/28/11**

	Budget	Actual	Remaining	Percentage Used
Gasoline	30,000	12,240	17,760	40.80%
Diesel Fuel	694,500	329,486	365,014	47.44%
Kerosene	2,000	-	2,000	0.00%
Motor Oil	25,000	6,913	18,087	27.65%
Grease	5,000	2,266	2,734	45.32%
Anti-Freeze	3,000	510	2,490	17.00%
Repair Labor	850,000	450,063	399,937	52.95%
Repair Material	600,000	268,227	331,773	44.70%
Iron	20,000	999	19,001	5.00%
Equip Paint	8,500	3,589	4,911	42.22%
Tire/Tubes	50,000	17,975	32,025	35.95%
Batteries	7,000	2,378	4,622	33.97%
Equip Rental	70,000	-	70,000	0.00%
Overhead *	981,000	412,020	568,980	42.00%
Depreciation *	680,000	285,600	394,400	42.00%
Insurance *	44,000	18,480	25,520	42.00%
Total	4,070,000	1,810,746	2,259,254	44.49%

Revenue	4,070,000	1,486,965	2,583,035	36.53%
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* Estimates



BROWN COUNTY HIGHWAY
COUNTY AID BRIDGE CONSTRUCTION
ANALYSIS FOR YEAR 2011

Balance 1/1/2011	County Levy	District Levy	Total Available	2011 Expenditures	Balance 12/31/2011
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TOWN

Eaton	49,463.02	-	-	49,463.02	-	49,463.02
Glenmore	111,722.05	-	-	111,722.05	-	111,722.05
Green Bay	185,035.16	-	-	185,035.16	549.07	184,486.09
Holland	315,863.64	-	-	315,863.64	20,042.96	295,820.68
Humboldt	51,385.93	-	-	51,385.93	-	51,385.93
Lawrence	162,099.75	-	-	162,099.75	100,856.57	61,243.18
Ledgeview	230,927.35	-	-	230,927.35	-	230,927.35
Morrison	78,586.11	-	-	78,586.11	-	78,586.11
New Denmark	87,712.81	-	-	87,712.81	-	87,712.81
Pittsfield	247,501.03	-	-	247,501.03	-	247,501.03
Rockland	127,376.02	-	-	127,376.02	-	127,376.02
Scott	68,956.18	-	-	68,956.18	-	68,956.18
Wrightstown	729,374.70	-	-	729,374.70	4,923.52	724,451.18

VILLAGE

Ashwaubenon	255,208.87	-	-	255,208.87	-	255,208.87
Bellevue	354,817.25	-	-	354,817.25	-	354,817.25
Howard	610,387.02	-	-	610,387.02	-	610,387.02
Hobart	99,712.49	-	-	99,712.49	-	99,712.49
Suamico	485,199.49	-	-	485,199.49	-	485,199.49

TOTAL	4,251,328.87	-	-	4,251,328.87	126,372.12	4,124,956.75
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July 20, 2011

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

RESOLUTION AUTHORIZING COUNTY TRUNK HIGHWAY JURISDICTIONAL
REVISIONS TO CTH "V"/FINGER ROAD, CITY OF GREEN BAY

WHEREAS, Section 83.025 of the Wisconsin Statutes authorizes the County Board to make changes in the County Trunk Highway System if it deems that the public good is best served by doing so, and revisions to the Highway System can be made only with the consent of the Wisconsin Department of Transportation and approval of the governing body of the city, village or town in which the proposed change is located; and

WHEREAS, to encourage new development on the east side of Green Bay, accommodate existing and future traffic from business and residential growth, and for reasons of public safety, the City of Green Bay entered into a cooperative agreement with Brown County to equally cost-share the construction of a new 2-lane rural (4-lane divided future) East Mason Street, extension from Erie Road east to Finger Road; and

WHEREAS, construction of the new 0.82-mile East Mason Street extension will be completed in the Fall of 2011; and

WHEREAS, it is in the public's interest that CTH V be removed from East Mason Street to Finger Road and from Erie Road to the intersection of East Mason Street, and transferred onto the new 2-lane East Mason Street extension, from Erie Road east to the intersection of Finger Road; and

WHEREAS, it is in the public's interest that the City of Green Bay and Brown County exchange street maintenance jurisdiction in regards to the right-of-way's as contained in this

resolution, and for the purposes of State Road Aid, the jurisdictional revisions be transferred, effective December 31, 2011.

NOW, THEREFORE, BE IT RESOLVED that the following streets be removed from the County Trunk Highway System, and transferred to the City of Green Bay, effective December 31, 2011.

1. CTH V / Erie Road, from East Mason Street to Finger Road – 0.15 miles
2. CTH V / Finger Road, from Erie Road east to the Cul de Sac – 0.62 miles

BE IT FURTHER RESOLVED, that the following be removed from the Brown County Highway mileage certifications:

1. Obliteration of Finger Road from the end of the Cul de Sac east to the intersection of the East Mason Street extension – 0.10 miles

BE IT FURTHER RESOLVED, that the new 2-lane rural street, currently under construction, become a County Trunk Highway, effective December 31, 2011:

1. New East Mason Street, from Erie Road east to Finger Road – 0.78 miles

BE IT FURTHER RESOLVED, that upon adoption of this resolution, the County Clerk will submit two (2) copies to the Wisconsin Department of Transportation, Northeast Region, Green Bay, for approval, and that this resolution shall take effect on December 31, 2011, upon receipt of appropriate action by the City of Green Bay evidencing its concurrence with this resolution.

Respectfully Submitted,

PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

Approved by:

County Executive

Date Signed

Final Draft Approved by Corporation Counsel

Authored by: Highway Department

Fiscal Note: This resolution does not require an appropriation from the General Fund. The transfer of roads between the two governments is approximately the same. The results are equal operationally and the Highway department does not anticipate an increase or decrease in the budget for maintenance.

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

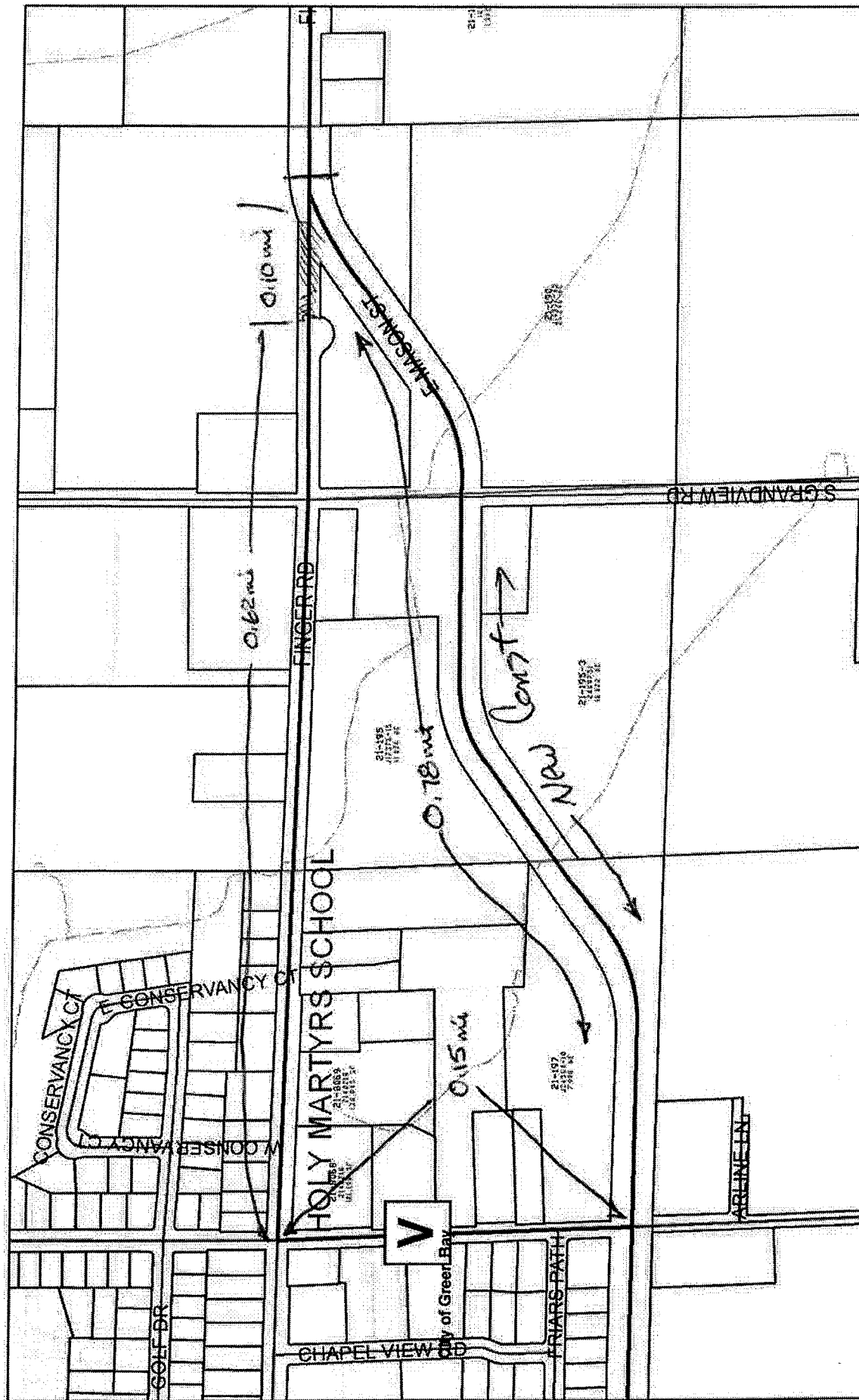
Seconded by Supervisor _____

SUPERVISORS NAME	DIST. #	AYES	NAYS	ABSTAIN
TUMPACH	1			
DE WANE	2			
NICHOLSON	3			
THEISEN	4			
MILLER	5			
HAEFS	6			
ERICKSON	7			
BRUNETTE	8			
ZIMA	9			
EVANS	10			
VANDER LEEST	11			
BUCKLEY	12			
DANTINNE	13			

SUPERVISORS NAME	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
ANDREWS	15			
KASTER	16			
VAN VONDEREN	17			
SCHULLER	18			
FLECK	19			
CLANCY	20			
WETZE	21			
MOYNIHAN	22			
SCRAY	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____



Part of Brown County, WI

E. Mason Street extension

This map was created using GIS "Layers" from various dates/sources.
Not all "layers" are in synch with each other. Please call 920-448-6295
for more details, or visit: www.co.brown.wi.us/land_information_office/

Map printed 6/16/2011 at 01:45 PM by BC-HIGHWAY-001



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This map is intended for advisory purposes only. It is based on sources believed to be reliable,
but Brown County distributes this information on an 'AS IS' basis. No warranties are implied.

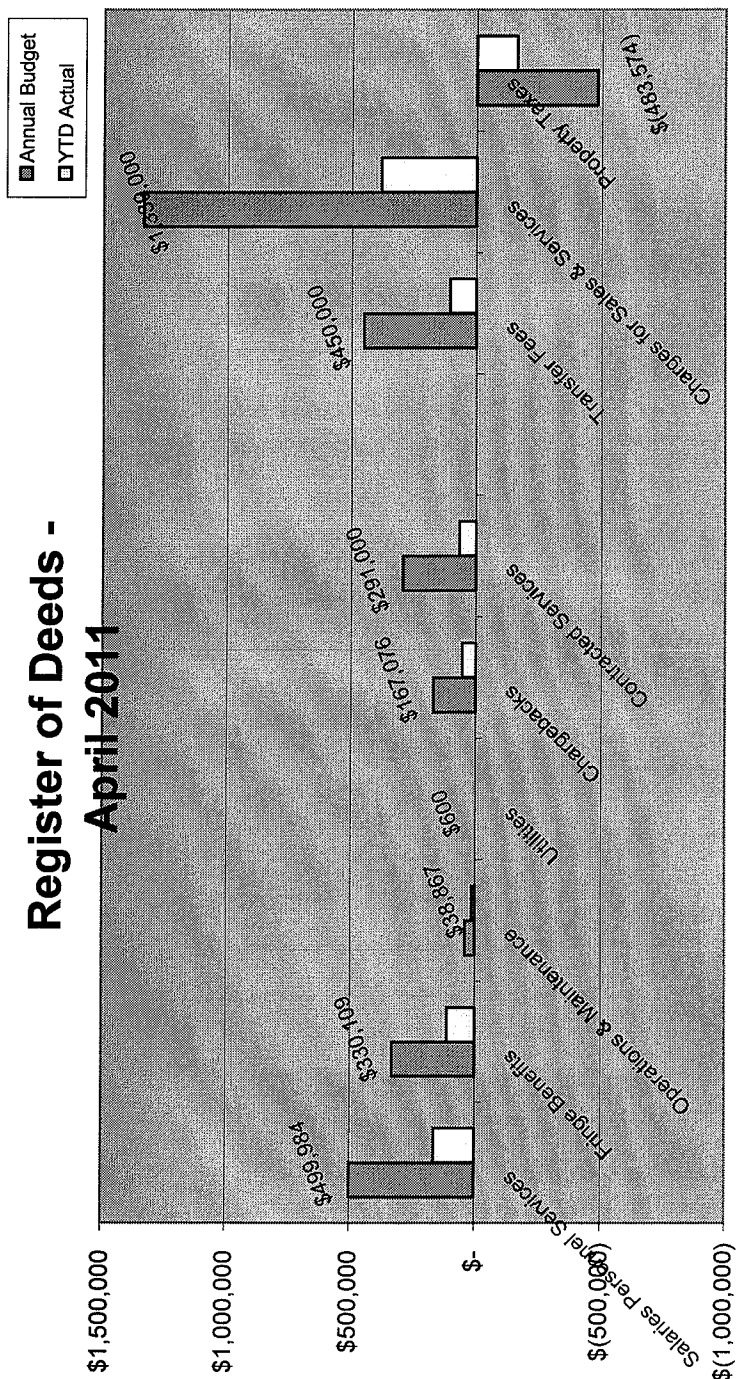
Brown County
Register of Deeds
Budget Status Report
4/30/2011

	Annual Budget	YTD Actual
Salaries Personnel Services	\$ 499,984	\$ 161,696
Fringe Benefits	\$ 330,109	\$ 110,755
Operations & Maintenance	\$ 38,867	\$ 13,062
Utilities	\$ 600	\$ -
Chargebacks	\$ 167,076	\$ 53,693
Contracted Services	\$ 291,000	\$ 66,214
Transfer Fees	\$ 450,000	\$ 104,404
Charges for Sales & Services	\$ 1,339,000	\$ 379,975
Property Taxes	\$ (483,574)	\$ (\$161,191)

HIGHLIGHTS:
Cost categories are within budget.

Revenue received in excess of costs is returned to the General Fund. The revenue is dependent on the housing market, which has decreased activity since 2006.

Register of Deeds - April 2011



Brown County
Register of Deeds
Budget Status Report
5/31/2011

	Annual Budget	YTD Actual
Salaries Personnel Services	\$ 499,984	\$ 199,763
Fringe Benefits	\$ 330,109	\$ 136,850
Operations & Maintenance	\$ 38,867	\$ 15,719
Utilities	\$ 600	\$ -
Chargebacks	\$ 167,076	\$ 67,285
Contracted Services	\$ 291,000	\$ 67,826
Transfer Fees	\$ 450,000	\$ 136,094
Charges for Sales & Services	\$ 1,339,000	\$ 467,414
Property Taxes	\$ (483,574)	\$ (282,085)

HIGHLIGHTS:
Cost categories are within budget.

Revenue received in excess of costs is returned to the General Fund. The revenue is dependent on the housing market, which has decreased activity since 2006.

Register of Deeds -
May 2011

